INVITATION FOR BID NUMBER AEPA IFB #013  
PART A – TERMS AND CONDITIONS  
(SAME FOR ALL IFB #013 BID COMMODITIES)  

Notice to Bidders  
Scaled Bids will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of [Educational Agency] and its other AEPA Member Agencies until:  
1:30 p.m. EDT, Wednesday, October 17, 2012  
Each bid package consists of three or more parts:  
  Part A – Notice to Bidders, Bid Procedures and Terms and Conditions (Same for all bid commodities)  
  Part B – Commodity Specifications  
  Part C – Bid Forms  
  Part D - G – Additional Bid Forms if required (varies by commodity)  
All bids shall be submitted to CSIU, 90 Lawton Lane, Milton, PA 17847-9756, in a sealed envelope marked “SEALED BID AEPA #013” on the front of the envelope. Note that Bidders must be able to provide their proposed products and services in up to 26 states including California, Colorado, Connecticut, Florida, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, Texas, Virginia, Washington, West Virginia, Wisconsin and Wyoming.  
Bid documents can be downloaded after registering from the web at www.aepacoop.org. AEPA or [Educational Agency] reserves the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, within state law, are for the best interest of [Educational Agency] and/or other AEPA Member Agencies and/or their Participating Entities. Bids will be opened and publicly read immediately following the deadline.  

The text enclosed in the box above is the public Notice to Bidders to be used by each of the AEPA participating agencies. Each participating agency will insert the name of their agency and appropriate phone numbers, e-mail address and web address for use in posting public notice in their state.  

Bid and Contract Timeline:  

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 20, 2012</td>
<td>Publication of Bids and IFB available on the AEPA website</td>
<td><a href="http://www.aepacoop.org">www.aepacoop.org</a></td>
</tr>
<tr>
<td>September 11, 2012</td>
<td>Voluntary Pre-Bid Conference call for vendors — vendors</td>
<td>must pre-register by September 6, 2012, 3 PM EDT</td>
</tr>
<tr>
<td>October 3, 2012</td>
<td>Deadline for questions from Bidders.</td>
<td></td>
</tr>
<tr>
<td>October 17, 2012</td>
<td>Deadline for Bid Submittals and Public Opening of Bids</td>
<td></td>
</tr>
<tr>
<td>November 27, 2012</td>
<td>AEPA Approval of bids</td>
<td></td>
</tr>
<tr>
<td>December 7, 2012</td>
<td>Bidders are advised of the results of the bid</td>
<td></td>
</tr>
<tr>
<td>March 1, 2013 to February 28, 2014</td>
<td>First contract year</td>
<td></td>
</tr>
<tr>
<td>March 1, 2014-2016</td>
<td>Annual contract renewal dates subject to approval by AEPA</td>
<td></td>
</tr>
</tbody>
</table>

Questions regarding this IFB from the time the IFB is published until October 3, 2012, should be submitted via email to [Questions@aepacoop.org](mailto:Questions@aepacoop.org).
Questions or communications regarding this IFB after Bid Opening October 17, 2012 should be submitted via email to Bids@aepacoop.org.

Questions or communications regarding this IFB after Notification of Approval should be directed to: AEPA President at President@aepacoop.org.
## AEPA Member Agency Information

<table>
<thead>
<tr>
<th>State</th>
<th>Agency Name</th>
<th>Contact</th>
<th>Email</th>
<th>Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>California</td>
<td>Monterey County Office of Education d/b/a CalSAVE</td>
<td>Ted Witt</td>
<td><a href="mailto:twitt@epylon.com">twitt@epylon.com</a></td>
<td>6,500,000</td>
</tr>
<tr>
<td>Colorado</td>
<td>Colorado BOCES Association</td>
<td>John Tillman</td>
<td><a href="mailto:jtilman@my.amigo.net">jtilman@my.amigo.net</a></td>
<td>700,000</td>
</tr>
<tr>
<td>Connecticut</td>
<td>Capitol Region Education Council (CREC)</td>
<td>Cara Hart</td>
<td><a href="mailto:chart@crec.org">chart@crec.org</a></td>
<td>580,000</td>
</tr>
<tr>
<td>Florida</td>
<td>Panhandle Area Education Consortium</td>
<td>Rick Everitt</td>
<td><a href="mailto:everitttr@paecc.org">everitttr@paecc.org</a></td>
<td>2,500,000</td>
</tr>
<tr>
<td>Indiana</td>
<td>Wilson Education Center</td>
<td>Phil Parthenheimer</td>
<td><a href="mailto:philip@wesc.k12.in.us">philip@wesc.k12.in.us</a></td>
<td>600,000</td>
</tr>
<tr>
<td>Iowa</td>
<td>Iowa Educators Consortium</td>
<td>Juzie Albertsen</td>
<td><a href="mailto:jalbertsen@iec-ia.org">jalbertsen@iec-ia.org</a></td>
<td>500,000</td>
</tr>
<tr>
<td>Kansas</td>
<td>Southeast Kansas Education Service Center</td>
<td>Brad Stefanoni</td>
<td><a href="mailto:brad.stefanoni@greenbush.org">brad.stefanoni@greenbush.org</a></td>
<td>465,000</td>
</tr>
<tr>
<td>Kentucky</td>
<td>Green River Regional Educational Cooperative</td>
<td>Ann Burden</td>
<td><a href="mailto:ann.burden@grrec.ky.gov">ann.burden@grrec.ky.gov</a></td>
<td>500,000</td>
</tr>
<tr>
<td>Massachusetts</td>
<td>The Education Cooperative</td>
<td>Joan Preble</td>
<td><a href="mailto:jpreble@iec-coop.org">jpreble@iec-coop.org</a></td>
<td>50,000</td>
</tr>
<tr>
<td>Michigan</td>
<td>Oakland Schools</td>
<td>Katrina Brunette</td>
<td><a href="mailto:Katrina.Brunette@oakland.k12.mi.us">Katrina.Brunette@oakland.k12.mi.us</a></td>
<td>1,600,000</td>
</tr>
<tr>
<td>Minnesota</td>
<td>Minnesota Service Cooperative</td>
<td>Jeremy Kovash</td>
<td><a href="mailto:jkovash@lse.org">jkovash@lse.org</a></td>
<td>825,600</td>
</tr>
<tr>
<td>Missouri</td>
<td>Cooperating School Districts</td>
<td>Tom Post</td>
<td><a href="mailto:tpost@csd.org">tpost@csd.org</a></td>
<td>500,000</td>
</tr>
<tr>
<td>Montana</td>
<td>Montana Cooperative Service</td>
<td>Dave Puyear</td>
<td><a href="mailto:dpuyear@mnrea-mt.org">dpuyear@mnrea-mt.org</a></td>
<td>150,000</td>
</tr>
<tr>
<td>Nebraska</td>
<td>Nebraska ESU Cooperative Purchasing</td>
<td>Kip Schnedier</td>
<td><a href="mailto:kschnieder@esu17.org">kschnieder@esu17.org</a></td>
<td>350,000</td>
</tr>
<tr>
<td>New Jersey</td>
<td>Middlesex Regional Educational Services Commission</td>
<td>Pat Moran</td>
<td><a href="mailto:pmoran@mrecsc.k12.nj.us">pmoran@mrecsc.k12.nj.us</a></td>
<td>1,300,000</td>
</tr>
<tr>
<td>New Mexico</td>
<td>Cooperative Educational Services</td>
<td>Steve Hollman</td>
<td><a href="mailto:steven@ces.org">steven@ces.org</a></td>
<td>350,000</td>
</tr>
<tr>
<td>North Dakota</td>
<td>North Dakota Educators Service Cooperative</td>
<td>John Jankowski</td>
<td><a href="mailto:jjankowski@sendit.nodak.edu">jjankowski@sendit.nodak.edu</a></td>
<td>80,500</td>
</tr>
<tr>
<td>Ohio</td>
<td>Ohio Council of Educational Purchasing Consortium</td>
<td>Elmo Kallner</td>
<td><a href="mailto:kallner@mail.mecdce.org">kallner@mail.mecdce.org</a></td>
<td>1,500,000</td>
</tr>
<tr>
<td>Oregon</td>
<td>Intermountain ESD</td>
<td>Caryn Appler</td>
<td><a href="mailto:caryn.appler@imesd.k12.or.us">caryn.appler@imesd.k12.or.us</a></td>
<td>600,000</td>
</tr>
<tr>
<td>Pennsylvania</td>
<td>Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network</td>
<td>Jeff Kimball</td>
<td><a href="mailto:jkimball@csiou.org">jkimball@csiou.org</a></td>
<td>3,500,000</td>
</tr>
<tr>
<td>Texas</td>
<td>Region 16 Education Service Center d/b/a TexBuy</td>
<td>Andrew Pickens</td>
<td><a href="mailto:andrew.pickens@esc16.net">andrew.pickens@esc16.net</a></td>
<td>80,000</td>
</tr>
<tr>
<td>Virginia</td>
<td>Fairfax County Public Schools</td>
<td>Ron Hull</td>
<td><a href="mailto:rhull@fcps.edu">rhull@fcps.edu</a></td>
<td>1,200,000</td>
</tr>
<tr>
<td>Washington</td>
<td>King County Directors Association</td>
<td>Jim Borrow</td>
<td><a href="mailto:jborrow@keds.org">jborrow@keds.org</a></td>
<td>975,500</td>
</tr>
<tr>
<td>West Virginia</td>
<td>WV Regional Education Service Agencies Cooperative Purchasing</td>
<td>Ralph Board</td>
<td><a href="mailto:rsboard@access.k12.wv.us">rsboard@access.k12.wv.us</a></td>
<td>282,000</td>
</tr>
<tr>
<td>Wisconsin</td>
<td>Cooperative Educational Service Agency (CESA) #2</td>
<td>Lisa Stahl</td>
<td><a href="mailto:lstahl@cesa2.k12.wi.us">lstahl@cesa2.k12.wi.us</a></td>
<td>872,500</td>
</tr>
<tr>
<td>Wyoming</td>
<td>Northeast Wyoming Board of Cooperative Educational Services</td>
<td>Julie Cudmore</td>
<td><a href="mailto:jcudmore@newboses.com">jcudmore@newboses.com</a></td>
<td>89,500</td>
</tr>
</tbody>
</table>

Total Students: 26,650,600
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ABOUT AEPA

The Association of Educational Purchasing Agencies (AEPA) is a school procurement consortium established in 2000 through a Memorandum of Understanding, and incorporated in 2007 under the state laws of Nevada. Currently, 26 states have joined to issue simultaneous Invitations for Bids (IFB).

AEPA requests that Bidders only respond if they are able to offer prices lower that what they ordinarily offer on separate, single school district contracts, and with prices lower than they would offer on single state contracts or multi-state contracts that have a lesser volume.

AEPA’s mission is to cooperatively serve our members though a continuous effort to explore and solve present and future purchasing needs. Our goals include working to secure multi-state volume purchasing contracts with benefits that are measurable, cost-effective and continuously exceed our members’ expectations. AEPA is committed to accomplish this mission lawfully and ethically, using leading edge technology and futuristic business practices.

AEPA designates one Member Agency per state that is operating legally under the rules and regulations of that state. Any additional agencies that wish to participate will negotiate with the authorized Member Agency and participate through them in a manner in which they mutually agree is not in conflict with AEPA procedures. The Member Agency will be the only agency allowed to represent that state at AEPA and will be the only communication link between AEPA and that state.

I. BID PROCEDURES

A. Issuing Agency

The great benefit to the Bidder is that one response may be prepared for approval by AEPA and award by multiple AEPA Member Agencies and utilized by their Participating Entities located throughout many states. These 24 AEPA Member Agencies have Participating Entities in various other states that are identified in their individual state’s T&Cs. Bidders responding to this IFB will prepare two computer/electronic CD or USB Flash Drive of all files requested along with complete catalogs. Bidders selected in response to this single IFB have the potential to provide products and services to local education agencies serving over 25,000,000 students.

Each AEPA Member Agency will individually publish notice of the IFB. Bidders will send responses to a single receiving point for all AEPA Member Agencies. Responses will be evaluated by all AEPA Member Agencies collectively who have indicated they will participate in the category of products and services being solicited, and after AEPA approval, individual AEPA Member Agencies may award contracts to the AEPA Approved contractors or reject their offers.

The procurement activities of AEPA are limited to document preparation, distribution of the IFB, initial evaluation, and recommendation for possible approval to AEPA Member Agencies. AEPA consists of agency officials who have agreed to assist one another in meeting the public purchasing needs of local school districts and other political subdivisions.

Contracts awarded through cooperative purchasing must meet the procurement laws of the states of each AEPA Member Agency. When these laws are satisfied, an individual entity using these contracts is deemed in compliance with bidding regulations. As allowed by specific state statutes, they can issue purchase orders for any amount without the necessity to prepare their own IFB, RFP, or gather necessary quotations. This saves the entity time and allows for economical and efficient purchasing.

State laws that permit or encourage cooperative purchasing contracts do so in the belief that it saves the participants both time and money. Time is saved by having access to volume discounted contracts publicly solicited and being able to purchase what is needed without having to wade through the solicitation process (write solicitation, advertise the IFB, open each response, evaluate and make a selection). Money is saved in procurement cost and lower prices will be the result of volume purchasing. Therefore, a contract issued by a cooperative can be used by hundreds of separate political units; but if it has the same or higher prices than what a single agency or state contract can get through its own bid, a cooperatively bid contract makes no sense. AEPA requires that Bidders only respond if they are able to offer prices lower than what they ordinarily offer on separate, single school district contracts, single state contracts or multistate contracts of equal or lesser volume. Anyone who downloads the bid documents and fails to submit a bid shall be deemed as a No-Bid Response.

AEPA policy for membership permits new Agencies to become AEPA Member Agencies upon approval of existing members. If additional Agencies are added, they and their members may procure from existing contracts upon approval of the awarded contractors and in accordance with their state laws.
B. Voluntary Pre-Bid Conference Call – Pre-Registration Required by September 6, 2012, 3:00 PM EDT. (No exceptions)

AEPA will host a voluntary pre-bid conference call on Tuesday, September 11, 2012, for any interested Bidders or potential Bidders. The conference call times are set in the following schedule for each of the four contiguous United States time zones. Bidders must register no later than Thursday, September 6, 2012, 3 PM EDT, by faxing the Pre-bid Conference Call Registration Form (found on AEPA Bid website) to Jill Gemberling to 888-490-3184. No registration will be accepted after this date. Bidders must indicate which bid category or categories that they would like to participate in their registration. An email confirmation with details of the phone conference will be sent to the Bidder at least 24 hours prior to the conference call. Each Bidder will be allowed only one phone line to participate in conference call. It will be the Bidder’s responsibility to have one primary person responsible for asking questions during the conference call. Recording of the conference call will be posted on the AEPA Website.

Voluntary Pre-Bid Conference Call Schedule – Tuesday, September 11, 2012

<table>
<thead>
<tr>
<th>A. Digital MFD/Copiers</th>
<th>Eastern</th>
<th>Central</th>
<th>Mountain</th>
<th>Pacific</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11:30 AM</td>
<td>10:30 AM</td>
<td>9:30 AM</td>
<td>8:30 AM</td>
</tr>
<tr>
<td>B. Roofing &amp; Building Envelope</td>
<td>12:00 PM</td>
<td>11:00 AM</td>
<td>10:00 AM</td>
<td>9:00 AM</td>
</tr>
<tr>
<td>C. Medicaid Billing</td>
<td>12:30 PM</td>
<td>11:30 AM</td>
<td>10:30 AM</td>
<td>9:30 AM</td>
</tr>
<tr>
<td>D. Food Service Distribution</td>
<td>1:30 PM</td>
<td>12:30 AM</td>
<td>11:30 AM</td>
<td>10:30 AM</td>
</tr>
<tr>
<td>E. Food Manufacturers</td>
<td>2:00 PM</td>
<td>1:00 PM</td>
<td>12:00 PM</td>
<td>11:00 AM</td>
</tr>
<tr>
<td>F. Custodial Equipment</td>
<td>2:30 PM</td>
<td>1:30 PM</td>
<td>12:30 PM</td>
<td>11:30 AM</td>
</tr>
<tr>
<td>G. Athletic Lighting</td>
<td>3:00 PM</td>
<td>2:00 PM</td>
<td>1:00 PM</td>
<td>12:00 PM</td>
</tr>
</tbody>
</table>

C. Questions

All questions regarding this IFB shall be submitted via email to Questions@aepacoop.org, referencing AEPA Bid #013 and the respective bid category. All questions and responses will be available on the AEPA website (www.aepacoop.org) as addenda, and will become part of the bid documents. It is the Bidder’s responsibility to check the website for the addenda prior to the bid deadline. Questions received less than fourteen (14) days prior to bid due date will not be answered.

D. Bidder Qualifications

An essential part of the bid evaluation process is an evaluation to qualify the company being considered. All bids must contain answers, responses and/or documentation to the information requested in the Bid Documents. Any Bidder failing to provide the required information/documentation may be considered non-responsive.

Bidders, within their response, must demonstrate their ability, capacity and available resources to provide the proposed products and services to all of the AEPA Member Agencies indicating an interest in participating in the categories being solicited. The Bidders are required to communicate and demonstrate within their response they have extensive knowledge, background and at least five (5) years experience with manufacturing, obtaining, delivering, installing, maintaining and/or supporting the product lines of products, equipment, services or software offered. AEPA and/or its Member Agencies reserve the right to accept or reject newly formed companies or companies failing to demonstrate their abilities or capacity solely based on information provided in the bid response and/or its own investigation of the company.

E. Bid Security

AEPA Member agencies that require a bid security are identified in Part A, Section IV Member Agency Specific Terms and Conditions, of this solicitation. Part B identifies the bid security amount. Bid security shall be submitted with the bid response at the time bids are due. As part of the evaluation process any Bidder who fails to submit the proper form of bid security may be considered non-responsive.

Acceptable bid security, which must be provided with the submission of the initial offer, will be an amount equal to the amount specified herein, with the principal being the Bidder and the Association of Educational
Purchasing Agencies being the Agency of Record. Bid Security may be a one-time bid bond underwritten by a surety company licensed to issue bid bonds in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or irrevocable letter of credit from a FDIC financial institution. The bid security shall remain in force for One Hundred Twenty (120) days of bid opening.

F. Bid Submission

1. Preparation of the Bid Response
   a. The IFB is published in three parts. Part A contains the terms and conditions that apply to all IFB’s in the current series of bids. Part B is the specifications for the bid commodity. Part C contains the Bid Forms to be filled out and returned by the Bidder. Some bid categories may contain additional Parts or Forms.
   b. All bid responses shall be on the forms provided in Part C – Bid Forms.
   c. Bid Forms requiring signatures shall be submitted with original ink signatures, by the person authorized to sign the bid. The person signing the bid shall initial erasures, interlineations or other modifications in the bid document. Failure to properly sign the bid documents or to make other notations as indicated may result in the response being deemed non-responsive.
   d. Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid documents. Corrections and/or modifications received after the opening time will not be accepted, except as authorized by applicable rule, regulation or statute and AEPA.
   e. In case of an error in extension of prices in the bid, unit prices shall govern.
   f. Periods of time, stated as a number of days, shall be in calendar days, not business days.
   g. It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requiremen that may not be clear, and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
   h. The Bidders’ ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders’ ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the AEPA Member Agency and a Bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the bid will be evaluated as a sample of data submission.

2. Format of Bid Submittal
   a. Two (2) complete copies of the bid response shall be submitted on separate but identical electronic media, either CDs or flash drives. CDs or flash drives must be properly labeled with the Bidders name and bid category.
   b. Bid Form A, Bid Form B and Bid Security, if applicable, shall be submitted in hard copy and a copy of these forms and the remaining response shall be submitted in electronic format with original signatures.
   c. Format for the CD or Flash Drive – Files must be placed in the proper folders on the CD or Flash Drive as listed below:

   FOLDER A CONTENTS:
   a. Document Development: Bid Forms for this IFB are published on www.aepacoop.org in both Microsoft Word and PDF formats. Bidders may download the Microsoft Word forms and complete them electronically or they may download PDF forms, type or complete by hand. All documents requiring an original signature or which were not completed electronically must be scanned and saved as PDF documents on the electronic media. All documents must be titled with the name of the Company and Form. For example: Bidder Name Form A.
   b. Table of Contents: Using the form provided, create a Table of Contents for the bid proposal. Provide as a Word Document or a document that has been scanned to a PDF, and title as per the instructions in Document Development above.
   c. Bid Affidavit (FORM A): Complete the form provided. A signature of the Bidder’s authorized representative is required and a Notary Public must complete this form. Scan to a PDF format and title as per the instructions in Document Development above. Additionally, a paper (hard) copy of the completed form with original signatures must be included in the sealed bid package with the electronic
media. If the bid is awarded, the Bidder will be required to produce the original signed and notarized document on a CD or flash drive, with hard copies bearing original signatures, for each participating AEPA Member Agency.

d. **Acceptance of Bid and Contract Award (FORM B):** Complete the form provided. A signature of the Bidder’s authorized representative is required. Scan to a PDF format and title as per the instructions in Document Development above. Additionally, a paper (hard) copy of the completed form with original signatures must be included in the sealed bid package with the electronic media. If the bid is awarded, the Bidder will be required to produce the original signed and notarized document on a CD or flash drive, with hard copies bearing original signatures, for each participating AEPA Member Agency.

e. **Service Questionnaire for Bidder (FORM C):** The Questionnaire seeks information about the Bidder’s pricing structure, service areas, past performance and commerce processes. Complete the form provided. The authorized representative must sign the completed document. Scan to a PDF format and title as per the instructions in Document Development above.

f. **Company Information (FORM D):** The Company Information Form provides background information on the Company. The authorized representative must sign the completed document. An attached letter of credit from the Bidder’s chief financial institution is required. Scan the Form, any attachments and the letter from the Bidder’s chief financial institution to a single PDF format and title as per the instructions in Document Development above.

g. **Exceptions (FORM E):** Exceptions to Terms and Conditions set forth in Parts A and B of this IFB must be noted on this Form. If there are no exceptions, the form must be returned with the “no exceptions” box checked and signed by the authorized representative. Scan to a PDF format and title as per the instructions in Document Development above.

h. **Compliance (FORM F):** The Compliance Form seeks the Bidder’s ability to fulfill the bid commodity specifications set forth in Part B. The specifications represent the needs and interests of the AEPA Member Agencies and their Participating Entities. Alternatives or deviations may be proposed unless otherwise specified. While deviations may be acceptable, the Bidder who is able to comply with the greater number of specifications may be considered more responsive. After checking boxes, the authorized representative must initial the form. Scan to a PDF format and title as per the instructions in Document Development above.

i. **Deviations (FORM F.1):** Explanations of deviations noted in response to stated product and service specifications on the Compliance (FORM F) are required on Form F.1. If there are no deviations, the form must be returned with the “no deviations” box checked and initialed by the authorized representative. Scan to a PDF format and title as per the instructions in Document Development above.

j. **Bid Bond** if required for various commodities. Hard copy sent with bid and a PDF of Bid Bond in folder A.

**FOLDER B CONTENTS:**

a. **Pricing (FORM G):** Form G is intended as the cover document for the Bidder’s discount pricing schedule. This form must be signed by the authorized representative. Scan to a PDF format and title as per the instructions in Document Development above.

b. **Excel Pricing Schedule:** The Bidder is instructed in Part G.1. on Form G to prepare a Price Schedule in Microsoft Excel that lists products and services available under this bid, the list price, the AEPA discounted price for members, and shipping and other charges. Alternatively, a formatted Excel document may be provided as a bid document to be used for this purpose. Title the Excel document as per the instructions in Document Development above.

c. **Warranties, Additional Services or Incidental Price Schedule:** In response to Form G., the Bidder may be asked to provide a price schedule for warranties, etc. This document should be presented in Microsoft Excel and titled as per the instructions in Document Development above.

d. **Catalogs and/or Price lists:** For catalog bids, PDFs of the Bidder’s most recent published catalog(s) or price lists must be included for catalog bids. Each PDF document must be titled as per the instructions in Document Development above.
e. Core List (Form G.2): If required, Bidders must complete a form provided as a bid document, which requests bid pricing for a range of products specified by brand. This will be used in the competitive pricing evaluation.

FOLDERS C and ETC., CONTENTS:
Folder C and additional folders are reserved for any additional documents or files other than those listed above that may be requested and/or related to this bid.

If the bid is approved by AEPA for recommendation to its members, the Bidder will provide a complete exact duplicate response on CD or flash drive with hard copies of AEPA Forms A & B with original signatures and, if required, a copy of the bid security to each participating AEPA Member Agency as indicated for that bid category.

3. Bid Transmittal – Due by October 17, 2012, at 1:30 PM EDT
It is the responsibility of the Bidder to be certain that the bid submittal is in the actual possession of AEPA at the CSIU, 90 Lawton Lanc, Milton, PA 17847-9756, on or prior to the exact due date and time of October 17, 2012 at 1:30 PM EDT. Bids must be submitted in a sealed envelope or box properly addressed to Association of Educational Purchasing Agencies, with the Bid Number, Bid Category being offered, Bid Due Date and Time, and Bidder’s Name and Address clearly indicated on the envelope or box. Bids received late will not be opened and will be deemed non-responsive. Anyone who downloads the bid documents and fails to submit a bid shall be deemed as a No-Bid Response.

If the designated location for receiving bids is closed due to an unforeseen circumstance on the day bid responses are due, responses will be due at the same time on the next day the building is open.

Responsive bids will be opened and the name of each Bidder and other appropriate information will be publicly read.

G. Bid Evaluation
Bid responses will be reviewed, analyzed and evaluated based on the evaluation criteria stipulated within this bid document (Refer to the Evaluation, Approval and Award section located in III. General Terms and Conditions for All Agencies).

H. Contract Award and Implementation
An AEPA oversight committee will perform initial bid response review and evaluation and will prepare and make a recommendation to AEPA for its considerations and approval. Those selected Bidders who were approved by AEPA will then be considered by the AEPA Member Agencies for contract award.

Once the approved Bidders have been notified by AEPA, it is their responsibility to contact those AEPA Member Agencies who had indicated an interest in participating in the category solicited (up to 26) and provide a complete bid package as submitted to AEPA. Each AEPA Member Agency will review, evaluate and determine which, if any, it will award contracts to.

The approved Bidder and the AEPA Member Agency will hold final contract negotiations if necessary to work out specific details of contract implementation including:

1. Acquiring additional information and having discussions on how the awarded contract will be executed.
2. Signing the contract with the AEPA Member Agency.
   Note: Once the contract is signed, the approved Bidder becomes a Contractor for the AEPA Member Agency.
3. Jointly develop marketing strategies and a plan for contract roll-out activities to the AEPA Member Agency’s participating entities. (Advertising, flyers, website access, etc.).
4. Establish how orders will be processed, handled and reported.
5. Contract management: Establish how and by whom the day-to-day contract management will be handled and who will be the AEPA Member Agency’s representative.

It is not guaranteed that each AEPA Member Agency will enter into a contract with AEPA approved Bidders. The final decision as to the appropriateness of a contract for a Member Agency rests solely with that AEPA Member Agency.
II. GENERAL TERMS AND CONDITIONS FOR ALL AGENCIES

For the purposes of this INVITATION FOR BID, the following terms shall be defined as indicated below.

The terms Bidder, Contractor and Offeror are interchangeable and are used to identify the person(s) or firm(s) submitting a response to an Invitation for Bid.

The term Participating Entity is used to identify those Federal Agencies, State Agencies, Local Public Bodies and Non-Profit Non-Public Corporations, Organizations, etc. that have authorizations to utilize the AEPA Member Agencies’ Awarded Contracts.

The term Buyer is used to identify the AEPA Member Agencies and their Entities that acquire and purchase commodities, supplies, materials, equipment and services under AEPA Member Agencies’ Awarded contracts.

Advertising: Contractor shall not advertise or publish information concerning this contract prior to the award being announced by the AEPA Member Agencies. Once the award is made, the Contractor may advertise to the individual Participating Entities that products/services are available. Contractor shall submit ad copy to the AEPA Member Agency for review and approval prior to issuing the advertisement.

AEPA Bi-Annual Meetings: AEPA holds two general meetings each year: one in the Fall (currently the week after Thanksgiving) and other in the Spring (usually in the month of April or May). AEPA requires that all successful contract holders attend both meetings and participate in the vendor round tables at the spring meeting. AEPA requests that all vendors register in advance and stay at the AEPA official hotel if rooms are available. All registrations for the meeting are required by the official registration due date as announced by AEPA.

AEPA Member Agency: Refers to the entities identified in the table on page two of this document and are listed on the table presented in Part B, item 2: Anticipated Member Agency Participation on this bid, that has chosen to participate in this bid/category. "Direct or Indirect Participation" may include their involvement through the formulation of any part of a procurement activity; the influencing of the content of any term, condition and/or specification; the evaluation, investigation, auditing and/or the rendering, of advice, recommendation, decision, approval, disapproval and the award and implementation of procurement contract. Not every listed entity may elect to participate in this bid once the responses are reviewed and approved.

Amendment of Bid: A bid may be amended up to the time of opening by submitting a sealed letter to the place where the bids are received as indicated on the front of this solicitation.

Applicable Law: The laws of the state of the respective AEPA Member Agency shall govern any resulting contract of this bid. Suits pertaining to this contract may be brought only in courts in the County and State as prescribed by the AEPA Member Agency. Both parties agree that the Uniform Commercial Code, as adopted by the State of the AEPA Member Agency, shall fully apply. Contractor shall comply with any and all laws, whether local, state, federal or otherwise, applicable to any aspect of the work to be performed in relation to the resulting contract. It shall be Contractor’s responsibility to identify, make themselves aware of and determine the applicability and requirements of any such laws and to abide by them.

Approval and Awarding of Contract: AEPA and its AEPA Member Agencies reserves the right to approve and award a contract to one Bidder, to make multiple approvals and awards, to reject any or all bids in whole or in part, to waive any minor formalities or irregularities in any bids, and to accept bids, which in its discretion and according to law may be in the best interest of the AEPA Member Agencies and their Participating Entities. A response to this solicitation is an offer to contract with the AEPA Member Agencies based upon the terms, conditions, and scope of work and specifications contained in this invitation. A solicitation does not become a contract unless and until it is accepted, approved and recommended by AEPA and awarded by the individual AEPA Member Agency. A contract is formed when an AEPA Member Agency administrator and, if required, AEPA Member Agency Board approves and signs the Bid Affidavit Signature and Acceptance Form (see Form A) document, eliminating the need for a formal signing of a separate contract.

Assignment: No right or interest in this contract shall be assigned or transferred by the Contractor without prior written permission by AEPA and its AEPA Member Agencies, and no delegation of any duty of the Contractor shall be made without prior written permission by the AEPA Member Agency. AEPA and its AEPA Member Agencies shall not unreasonably withhold approval and shall notify the Contractor within fifteen (15) days of receipt of written notice by the Contractor.

Audit Rights: In accordance with applicable law of the State of the AEPA Member Agency, the Contractor’s books and pertinent records related to this contract may be audited at a reasonable time and place.

Authority: This solicitation, as well as any resulting contract/agreement, is issued under the general authority of the State laws of the AEPA Member Agency and those identified within the AEPA Member Agencies’ Specific Terms
and Conditions, Part A, Section IV (see also Procurement Code below). Internal or external Cooperative Purchasing Agreements between the AEPA Member Agency and Participating Entities may exist.

**Bid Opening:** Bids shall be opened at the time and place, and in the manner designated in this document. The name of each Bidder shall be publicly read and recorded in the presence of witnesses.

**Bid Security:** There are AEPA Member Agencies that require that respondents to a bid submit a form of bid security executed by a surety company authorized to do business in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC or nationally recognized financial institution. The bid security shall remain in force for a period of One Hundred Twenty (120) days of bid opening. Bid Security must accompany the Contractor’s bid response when submitted and be placed in Folder A. If the Bidder fails to submit the bid security, its response will be deemed non-responsive.

**Bidder/Contractor Definitions:**

“Prospective Bidder” has notified AEPA of a desire to bid by registering on the AEPA website.

“Bidder” has submitted a bid to AEPA in response to an Invitation for Bid (IFB).

“Recommended Bidder” has been approved by AEPA for its AEPA Member Agencies for contract consideration.

“Contractor” has entered into a contract with a participating AEPA Member Agency or subsequently a Participating Entity.

**Bidder Acceptance Period:** In order to allow AEPA Member Agencies the opportunity to evaluate the bids, AEPA requires that a bid in response to this solicitation be valid and irrevocable for one hundred Twenty-days (120) after opening time and date.

**Bonding:** The Contractor agrees to provide all performance and payment bonds executed by a surety company authorized to do business in the individual AEPA Member’s state and said surety to be approved in federal circular 570 as published by the United States treasury department, the state or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; when required by an AEPA Member Agency or Participating Entity at the time a contract is executed. If the Contractor fails to deliver any required performance or payment bonds, the AEPA Member Agency or Participating Entity shall not execute the contract with the Contractor and the appropriate AEPA Oversight Committee shall be notified of such failure and shall take the appropriate action.

**Brand Names:** The use of the name of a manufacturer, brand, make or catalog number does not restrict the Bidder. Brand names and model numbers are used to indicate the character, quality and/or performance equivalence of the commodity on which bids are submitted. Bidders may submit alternates. However, the AEPA reserves the right to decide whether alternatives to the identified manufacturer and brand are in fact equal to the product, equipment and/or service described in the invitation. AEPA’s decision shall be final.

**Captions, Headings and Illustrations:** The captions, illustrations, headings and subheadings in this solicitation are for convenience, enjoyment and ease of perusal only and in no way define, limit or describe the scope or intent of the request.

**Catalog Bid:** (See Types of Bids)

**Certificate of Insurance:** (See Insurance)

**Certification:** By signature in the bid section of the Contract Award page, the Bidder certifies:

The submission of the bid did not involve collusion or other anti-competitive practices;

The Bidder shall not discriminate against any employee, or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);

The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted bid; and

The Bidder agrees to promote and offer to AEPA Member Agencies and Participating Entities only those materials and/or services as stated in and allowed under resultant contract(s) awarded.

**Christian Doctrine:** Any federal, state and local governing authority’s/jurisdiction’s statutes, codes, rules and regulations referenced and/or govern the products, services and activities relating to and are part of this solicitation, whether or not physically noted or included, shall be complied with and adhered to as required. It is sole responsibility of the Bidder to perform and complete any necessary research and investigation required to make themselves aware of and comply with this item.

**Clarification:** As used in this solicitation, clarification means communication with a Bidder for the sole purpose of eliminating minor irregularities, informalities or apparent clerical mistakes in the bid. It is achieved by explanation
or substantiation, either in response to an inquiry by the AEPA Member Agency or as initiated by the Bidder. Clarification does not give the Bidder an opportunity to revise or modify its bid.

**Competitive Range:** AEPA and its AEPA Member Agencies reserve the right to establish a competitive range of acceptable responses as part of the evaluation process as defined herein. Responses below the competitive range will be determined to be unacceptable and will not receive further consideration.

**Contract Documents:** AEPA Member Agency will review proposed contract documents. Contractor’s contract document shall not become part of AEPA Member Agency’s contract with Contractor unless and until an authorized representative of an AEPA Member Agency reviews and accepts it.

**Contract Type** - This is an indefinite quantity contract and the contract types are as follows:

1. Fixed discount off retail or off published price list; or
2. Fixed price with economic adjustment (Bidder must identify in writing in this IFB any contingencies prior to approval); or
3. Fixed multipliers/factors bid to be applied to an established pricing methodology/system to allow for individual local requirements and conditions.

A cost-plus-a-percentage-of-cost contract is prohibited.

**Contractor:** Bidder who has been awarded a contract for the delivery of construction, tangible personal property, services or professional services in response to this IFB.

**Contractor Contact:** Contractor will designate one individual who will represent them to the AEPA, its AEPA Member Agencies during the contract period. This contact person will correspond with each AEPA Member Agency for technical assistance, problems, or questions that may arise. If other staff, distributors and/or independent Contractors will be performing the sales or support functions for different geographical areas (states), Contractor shall include instructions and contact information that can be distributed to AEPA Member Agencies upon approval of this bid.

**Construction:** Each AEPA Member Agency within their state statutes defines what constitutes construction, identifies the policies, rules, regulations and codes that govern construction projects. AEPA has defined construction as building, altering, repairing, installing or demolishing in the ordinary course of business any road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, athletic field, golf course or similar facility; dam, reservoir; canal, ditch or similar facility; sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewage, water, gas or other pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; shaft, tunnel or other mining appurtenance; electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations. Construction shall also include: leveling or clearing land; excavating earth; drilling wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.

**Cooperative Procurement:** Some individual state procurement codes may contain cooperative purchasing statutes that state any state agency or local public body may either participate in, sponsor or administer a cooperative procurement agreement for the procurement of any services, construction or items of tangible personal property with any other state agency, local public body or external procurement unit in accordance with an agreement entered into and approved by the governing authority of each of the state agencies, local public bodies or external procurement units involved. The cooperative procurement agreement shall clearly specify the purpose of the agreement and the method by which the purpose will be accomplished. Any power exercised under a cooperative procurement agreement entered into pursuant to each state’s procurement code shall be limited to the central purchasing authority common to the contracting parties, even though one or more of the contracting parties may be located in different states.

**Cooperative Purchasing Contracts:** The Bidder agrees that all the prices, terms, warranties and benefits granted by the Bidder to AEPA Member Agencies or Participating Entities through this contract will be equal to or better than those offered for equivalent terms, conditions and requirements offered to any present or future customer or cooperative. If the Bidder shall, during the term of this Contract, enter into arrangements with any customer or cooperative providing greater benefits or terms that are more favorable, the Bidder shall notify the AEPA oversight committee chairman and offer said prices, terms, warranties and benefits to all AEPA Member Agencies.

**Cost of Bid Preparation:** Neither AEPA nor any AEPA Member Agency shall reimburse the cost of developing, presenting or providing any response to this solicitation.

**Credit Hold:** The Bidder must agree not to place the AEPA Member Agency and/or its Participating Entity on “credit hold” without 10-days advanced notice in writing, either by letter, facsimile or email to the AEPA Member Agency and the Participating Entity. [The AEPA Member Agencies believes it is better for the Contractor if the AEPA Member Agency places the slow-paying Agency Member on “credit hold;” if a Contractor places the Participating Entity on credit hold, agencies that pay promptly are penalized. If, on the other hand, the Member
Agency places the offending Participating Entity on “credit hold”, payment is more likely to result and only the offender is disciplined.}

**Delivery Terms, Conditions and Requirements:**

1. **Delivery:** is to be made within thirty (30) days of receipt of the purchase order, unless otherwise stipulated in writing and accepted by all parties (Buyer placing order and Contractor). The Contractor agrees to notify Buyer if an order cannot be processed and/or delivered within the 30-day period and/or the agreed upon timelines.

2. **The title and risk of loss of material or service:** shall not pass to the Buyer purchasing the material or services until it actually receives the material or service at the point of delivery and they have been accepted, unless otherwise provided within this document or individual project’s contract.

3. **Ownership of products and services:** happens only after receipt and acceptance of delivery by the Buyer. The Buyer will be the determining judge of whether materials and services delivered under the purchase order/contract satisfy the specifications and requirements as identified in the contract/order.

4. **Fungible Goods:** Title to an undivided share or quantity of an identified mass of fungible goods will not pass to a Buyer until a separation of the purchased share has been made, delivered and received.

5. **Shipping Terms:** Prices that include shipping to any location in the state, delivered to the specific receiving point as identified in the purchase order to the Contractor, are preferred. Contractor shall retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges shall be the responsibility of the Contractor. Shipping shall be F.O.B. destination. The Contractor shall file all claims for visible or concealed damage. AEPA Member Agency, or the receiving Buyer, will notify the Contractor and/or Freight Company promptly of any damaged goods and shall assist the freight company/Contractor in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.
   - **A. Shipping Costs:** Products may be shipped without additional cost. If shipping is charged, the actual cost of delivery may be added to an invoice. No COD orders will be accepted.
   - **B. Shipment under Reservation:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
   - **C. Shipping Errors:** Contractor agrees that shipping errors will be at the expense of the Contractor. For example, if a Contractor ships a product that was not ordered, it is the responsibility of the Contractor to pay for return mail or shipment.

6. **Stored Materials:** Upon prior written agreement between Contractor and Buyer, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Buyer prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by Contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of Buyer as an additional insured upon Buyer’s request. Additionally, if stored offsite, the materials must also be clearly identified as property of Buyer and be separated from other materials. Buyer must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Buyer, it shall be Contractor’s responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Buyer upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

7. **Improper delivery:** Unless contrary to other parts of this solicitation, if the goods, services or tender of delivery fail in any respect to conform and adhere to the terms, conditions, specifications of the resulting contract based on this solicitation and/or the individual Buyer’s contract/order. The Buyer may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

8. **Defective Goods:** Contractor agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Contractor must agree to arrange for return shipment of damaged goods.

9. **Liquidated Damages:** The Buyer may suffer financial loss if the project is not substantially complete or products or services are not delivered on the established date. The Contractor (if applicable Surety) shall be liable for and shall pay to the Buyer, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is determined by Buyer to be complete and/or delivered. Liquidated damages will be determined on a project-by-project basis.

10. **No Replacement of Defective Tender:** Every tender of materials must fully comply with all provisions of this contract. If tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without written consent of all parties involved.

11. **Default in One Installment to Constitute Total Breach:** Contractor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. The AEPA Member Agency
reserves the right to declare a breach of contract if the Contractor delivers nonconforming materials or services to any Buyer under this contract.

12. Restocking Fees: A restocking fee may only be charged on products ordered and that have been delivered to the Buyer’s site in accordance with the order/contract. Restocking fees in excess of 15% will not be allowed. Restocking fees may be waived, at the option of the Contractor.

13. The Contractor must identify, specify and justify any exceptions or deviations taken.

Deviations or Exceptions to Requirements: Deviations or exceptions stipulated in a Bidder’s proposal may result in rendering of the response non-responsive. AEPA and its AEPA Member Agencies reserve the right to determine whether the deviation or exception does or does not serve the interest of or is not advantageous or acceptable to AEPA, its AEPA Member Agencies or Participating Entities.

Disbarment and Suspension: By signature accepting Terms and Conditions, it is certified on behalf of the company and their key employees that neither the company nor its key employees have been proposed for debarment, debarred, or suspended by any State or Federal Agency within the last five years.

Eligible Entities: The individual AEPA Member Agency’s state procurement code and statutes provides for cooperative procurement and identifies those types of agencies, entities and organizations that are allowed to participate in and take advantage of cooperative procurement contracts solicited and approved by AEPA and awarded by AEPA Member Agencies. Therefore, depending on the individual state procurement codes and statutes federal agencies, state agencies, local public bodies and Non-Profit/Non-Public entities may be allowed to participate in and utilize AEPA solicited, approved and AEPA Member Agency awarded contracts.

Estimated Quantities: In Part B: Bid Specifications of this solicitation AEPA and AEPA Member Agencies’ have indicated their anticipated volume for the products and services being solicited in this solicitation. It is anticipated that a considerable amount of activity will result from this solicitation; however, there is no guarantee of future order quantities due to the fact that this is an indefinite quantity contract. Usage depends on the actual needs of the AEPA Member Agencies, their Participating Entities and the marketing by the Contractor.

Experience, Proven Track Record and Past Performance Information: has been determined by AEPA and its AEPA Member Agencies to be a major factor in considering if a Bidder possesses the ability, capacity and resources to acquire, manufacture, deliver, construct, install, services and support all of the procurement functions and activities involved in a national contract of this nature. AEPA and its AEPA Member Agencies reserves the right to accept or reject an offer, if in its judgment, the Bidder failed to demonstrate the following.

1. Has a proven track record in the products and services offered (qualifications, knowledge and background)
2. Has the experience in delivering the proposed products and/or services to ninety (90%) percent of those AEPA Member Agencies identified in Part B: Specifications.
3. Has provided relevant information regarding its actions under previously awarded contracts to schools, local, state, or federal agencies. It includes the Bidder’s record of conforming to specifications and to standards of good workmanship; the Bidder’s record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; the Bidder’s history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Bidder’s businesslike concern for the interests of the customer.

Evaluation, Approval and Award: Bid responses received will be evaluated in accordance with acceptable standards of cooperative purchasing, set forth in and governed by the Procurement Codes of AEPA Member Agency’s states; AEPA by-laws, policies and procedures; AEPA Member Agencies’ policies and procedures. Approval of prospective Contractors and award of contracts will be made to the lowest responsive and responsible Bidder utilizing the criteria listed below and elsewhere in this bid.

1. Responsive Bidder: A responsive bid reasonably and substantially conforms to all material requirements of the solicitation. Bids must be responsive and approved by AEPA to receive award consideration by AEPA Member Agencies. To be determined responsive, the response must meet all of the requirements below:
   A. Submitted on time.
   B. Materially satisfy all mandatory requirements identified throughout the IFB.
   C. Must substantially conform to all of the specified requirements in the IFB in the judgment of AEPA and its AEPA Member Agency representatives.
   D. Any deviation from requirements indicated herein must be stated, in writing, and included with the bid submittal. Otherwise, it will be considered that bids are in strict compliance with all requirements, and any successful Bidder will be held responsible therefore.
   E. Deviations or exceptions stipulated in Bidder’s response may result in the bid being classified as non-responsive. Language to the effect that the Bidder does not consider this bid to be part of a contractual obligation will result in that Bidder’s response being disqualified. Terms of the IFB that any Bidder
considers particularly unwarranted, and to which that Bidder would have to take significant exception in his bid, should be stated clearly and concisely as exceptions and/or deviations.

F. In preparing a proposal, the Bidder’s inability to follow the proposal preparation instructions set forth in this solicitation and its inability to provide written responses, narratives, requested and support documentation relating to the Bidder’s qualifications; abilities; capacity; products; specifications; delivery, installation, setup, maintenance; support services and pricing utilized by AEPA evaluators may result in the Bidder’s response to be deemed non-responsive.

2. **Non-responsive Bid:** Any bid that does not conform to all material requirements of the solicitation including but not limited to: bids received after the deadline; bids that do not contain required items and/or provided in the format required, such as proper and/or signed forms, pricing, catalogs, electronic files; bids that do not contain the proper bid bond where required; failure to meet the specified qualifications, product specifications, stipulated documentation or pricing equal to or better than individual customers and/or cooperatives. Non-responsive bids will not be considered for approval and award.

3. **Responsible Bidder:** A responsible Bidder is a firm or person with the qualifications, capability and capacity to perform the contract requirements with integrity and reliability, which will assure a good faith performance. AEPA’s approval of a Bidder’s response will make the Bidder available for consideration to the AEPA Member Agencies for contract award. Prior to this recommendation the Contract Oversight committee will determine whether a Bidder is responsible. If a Bidder is approved by AEPA, the AEPA Member Agency reserves the right to determine if said Contractor is responsible in their respective state.

Factors to be considered in determining whether the standard of responsibility has been met may include but is not limited to whether a Bidder has:

A. Submitted a responsive bid;

B. The qualifications stipulated herein that may include but are not limited to adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the products, services, or construction, described in the invitation for bids to those AEPA member states who have indicated their participation;

C. A demonstrated and documented satisfactory track record of performance in the national market place;

D. A satisfactory record of integrity and a reputation of responding to and meeting educational institutions’ needs, adherence of and compliance with federal, state, local and industry standards, rules, regulations and codes;

E. Quality and suitability of products and services offered to meet and perform to the specifications, expectations and requirements identified in this bid;

F. Supplied all necessary information and data in connection with determining whether a Bidder meets the standard of responsibility.

4. **Cost Evaluation:**

A. Cost and price schedules conform to and provide the information required in Part B and C of this bid;

B. Pricing offered that is equal to or better than those offered to individual entities or cooperatives with same or equal volume;

C. Methodology used by AEPA and its AEPA Member Agencies to approve prospective Contractors and award contracts. The methodology to be used will be identified and described within Part B and Part C of this solicitation.

   1) Line Item and Open Item Bid: Lowest responsive, responsible Bidder(s) is/are determined based on the evaluation and pricing criteria identified with this solicitation; or

   2) Catalog Bid: Lowest responsive, responsible Bidder(s) is/are determined based on the price evaluation criteria; and by a “Core List” and by creating a “Market Basket Study” to compare overall pricing between Bidders. A “Market Basket” is a list of items typically purchased by AEPA Member Agencies and their Participating Entities that represent a cross-section of the types of those items purchased. The selection and quantity of line items evaluated will be at the sole discretion of the AEPA evaluators

   3) Respondents will be ranked lowest pricing to highest based on the cost evaluation criteria.

D. Based on the cost evaluation, a recommendation will be made to approve a single respondent or make a multiple bidder award.

**External Procurement Unit** means any procurement organization not located in a current AEPA Member Agency state which, if located in the state, would qualify as a federal or state agency or a local public body. Various state
procurement codes allow external procurement units to offer their contracts and for agencies within those states to utilize those contracts to acquire goods and services.

**Federal Agency [25] USC 3001 (4)** is defined as any department, agency, or instrumentality of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishment in the executive branch of government, including the Executive Office of the President or any independent regulatory agency established through legislative and/or administrative action.

**Federal Requirements:** Contractor agrees, when working on any federally assisted projects with more than $2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in the Department of Labor regulation (29 CFR part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor regulations 41 CFR Part 60)). In such projects, the Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the AEPA Member Agency for their files. In addition, to comply with the Copeland Act, the Contractor must submit weekly payroll records to the AEPA Member Agency. The Contractor must keep records for three (3) years and allow the federal grantee agency access to these records, upon demand. All federally assisted contracts to AEPA Member Agency that exceed $10,000 may be terminated by the federal grantee for noncompliance by the Contractor. In projects that are not federally funded, Bidder must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this contract. Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. Seq.); and, Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities.

**Force Majeure:** Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party’s performance of this contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy: war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

**Form of contract:** The form of contract for this solicitation shall be the Invitation for Bid, the awarded Bidder response and properly issued purchase orders and/or contracts in accordance with this Invitation for Bid. If a firm submitting a bid requires AEPA Member Agency and/or Participating Entities to sign an additional contract, a copy of the proposed contract must be included with the bid.

**Gratuities:** AEPA Member Agency may, by written notice, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any employee of the AEPA Member Agency with a view toward securing a contract or with respect to the performance of this contract. However, paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment, or hardware provided to the AEPA Member Agency for demonstration, evaluation, or loan purposes are not considered gratuities.

**Indemnification:** Contractor will indemnify, defend and save harmless AEPA, its Members, Participating Entities, its employees from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney’s fees and/or litigation expenses, which might be brought or made against or incurred by, AEPA, its Members, Participating Entities, its employees on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Contractor, its employees, agents, representatives, or Subcontractors, their employees, agents, or representatives in connection with or incident to the
performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Contractor, and/or its Subcontractors or claims under similar such laws or obligations. Contractor's obligation under this section will not extend to any liability caused by the sole negligence of AEPA, its Members, participating Entities, its employees. The liability of AEPA, its Members, Participating Entities or its employees will be subject in all cases to the immunities and limitations of Nevada or the AEPA Member Agency's state laws.

Inquiries: Inquiries and questions related to this solicitation, the solicitation process and any resulting contract award may occur and should be addressed to the following:

1. From the time the solicitation is published until the deadline for questions as stated on Page 1 of Part A, inquires and questions should be submitted via email to Questions@aepacoop.org referencing AEPA bid number and category.

2. From the time bids are received and opened until the time AEPA has approved and made its recommendations, inquiries and questions should be submitted via email to bids@aepacoop.org.

3. From the time AEPA has made its approval and recommendations until individual contracts have been awarded by the individual AEPA Member Agencies, questions related to contract implementation, pricing, extension/renewal and/or termination should be addressed to bid oversight committee chair by submitting an email to secretary@aepacoop.org for correct contact information for committee chair.

4. Once a contract has been awarded by an individual AEPA Member Agency any inquiries and questions relating to contract implementation, execution, transactions and/or concerns/issues occurring within that state should be addressed to the individual AEPA Member Agency.

All other inquiries and questions should be addressed and submitted to the AEPA President by email at president@aepacoop.org.

Installation: Equipment and items of construction shall be installed in accordance with the manufacturer's instructions, specifications, in accordance with any federal, state, local rules, regulations, codes and the schedule determined by the AEPA Member Agency and/or Participating Entity.

Insurance: Prior to executing a contract with the AEPA Member Agency or a Participating Entity under this solicitation, if required, the Contractor shall procure, maintain and provide certification from insurer(s) for minimal coverage during the life of any resulting contract/agreement, to include but not limited to comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment and other insurance coverage required by and applicable to each AEPA Member Agency state's statutes and federal laws in which proposed products and services will be offered and provided.

1. Evidence of the required insurance for each of those AEPA Member Agencies' state, who indicated an interest to participate in this solicitation, identified in Part B: Specifications by providing written evidence and/or documentation from your insurer(s) indicating your firm has in place the type and amount of coverage required by each of the states. The Bidder has the sole responsibility to conduct and perform the necessary research to make themselves aware of and to understand each states requirements.

2. Certificate of Insurance: The Contractor shall provide, as required, a certificate of insurance for commercial liability insurance naming the AEPA Member Agency and or its Participating Entity as the certificate holder (co-insurer).

3. All insurance policies are to be executed by an insurance company authorized to do business in those AEPA Member Agency's states participating in this solicitation.

4. Subcontractor's Insurance: Prior to commencing any work, any Subcontractor shall procure and maintain, at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime Contractor. All Subcontractors shall hold the appropriate type and amount of insurance coverage required by the AEPA Member Agency state in which the work is being done and will provide insurance, which waives all subrogation rights against the prime Contractor, AEPA Member Agency and its Participating Entities.

Invalid Term or Condition: If any term or condition of this solicitation and any resulting contract shall be held invalid or unenforceable, the remainder of this solicitation and any resulting contract shall not be affected and shall be valid and enforceable.

Late Bids: Late bids shall not be opened and will be deemed non-responsive and within twenty-four hours such determination will be posted to AEPA's website www.aepacoop.org. Bidders with rejected bids must make a written request within thirty (30) days to AEPA by sending an email to secretary@aepacoop.org requesting to have their rejected bid returned at Bidder's expense. Late bids will be destroyed after forty-five (45) days.

Leases and Rentals: Contractor may allow AEPA Member Agency or Participating Entity to rent, lease or lease purchase. Buyer must receive a copy of the executed leasing documents prior to processing a purchase order. Contractor agrees that leases will be in compliance with the Uniform Commercial Code and the Buyer's individual
state laws. All terms of leasing must be included in the bid, with interest rates described as related to a published government standard. Contractor must indicate in their response to this solicitation and in any leasing/rental agreement, all costs (must be itemized) associated with early termination and/or the returning of leased or rented equipment that are the responsibility of the Buyer. No sale of a contract to a third party will be made without informing the Buyer of the transfer. If Contractor sells a lease contract to a third party, the cost of return of the product must not be greater than the cost of return to the original Contractor.

Legal Remedies: All claims and controversies shall be subject to the Procurement Code of the state in which the AEPA Member Agency or Participating Entity resides.

Licenses and Registration: Each state and local jurisdictions in which a transaction may occur may require various types of licenses and/or registrations (business, construction Contractor, etc). Likewise, there are various policies, procedures, rules, regulations, codes and laws that govern such licensing/registration within federal, state and local jurisdictions, therefore, it is the Bidder’s/Contractor’s responsibility to be aware of, obtain and maintain in current status all federal, state and local licenses, registrations and bonds required for the performance and delivery of any and all products and services offered in its response to this solicitation. It is also the responsibility of the Bidder/Contractor to ensure that any Subcontractors performing under this bid hold and maintain the appropriate licenses/registrations. The Bidder will submit copies of licenses, registration and/or other documentation to substantiate they hold the appropriate licenses/registration required by individual jurisdictions covered by this solicitation.

Liens: All materials and services shall be free of all liens.

Local public body: A political subdivision of the state and the agencies, instrumentalities and institutions thereof. Such agencies may include but are not limited to two-year and four-year post-secondary educational institutions, pre-K-12 institutions, counties, cities and municipalities, except as exempted pursuant to the Procurement Code within each state. Entities within these groups may include but are not limited to political subdivisions, administrative units, councils, commissions, boards and organizations that either by federal, state or local legislative or administrative action or appointment and have been established or given the responsibility and authority to act, conduct and perform various activities on behalf of the federal or state agency or local public body.

Manufacturer's Representative: Dealers, distributors and installers of specialized facility technology, electrical, mechanical systems and equipment, who, if permitted by the Scope of Work, submit an offer as a manufacturer’s representative, must be able to provide documented evidence from and/or between it and the manufacturer certifying that the Bidder is a bona fide manufacturer’s agent for the specific products/services proposed, the Bidder is authorized to submit an offer on such products/services, and a guarantee that, should the Bidder fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations covered by warranties or provide for their competent assumption by one or more bona fide representatives for the term of the contract/warranty period. Bidders of software, mechanical devices, electrical products/systems and other commodities that make up systems/networks must be able to provide the same information from a manufacturer.

Modification by Buyer: Contractor shall have no obligation with respect to any patent and copyright infringement claim based upon Buyer’s modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by Contractor. However, one Buyer’s action will not preclude Contractor’s obligation to others not having modified their equipment or software.

Money: All transactions are payable in U.S. currency only.

Most Favored Customer: AEPA and its AEPA Member Agencies expects Bidders/Contractors to offer AEPA equal or better prices, terms, warranties and benefits than they offer for equivalent terms, conditions and requirements offered to any present or future customers or cooperatives with equal or lesser volume. Please note the following:

1. AEPA and its AEPA Member Agencies reserves the right to accept or reject the Bidder’s response if it is determined it does not comply with the above based on their knowledge, investigation, review and findings of Bidders’ submitted fees and prices.

2. In the event the Contractor offers lower fees or prices to another customer or cooperative, AEPA and its AEPA Member Agencies shall notify the Contractor of the deviation and request written justification. Based on AEPA and its AEPA Member Agencies’ investigation, review and findings, AEPA reserves the right to take following actions:
   A. To request the Contractor to immediately adjust its AEPA’s offered fees or prices to match the lower fees or prices offered;
   B. To work with the Contractor to mediate and resolve the situation; or
   C. To notify the Contractor that it intends to suspend and/or terminate their contract.
Multiple Approvals and Awards: Throughout the United States, AEPA Member Agencies have a large number of Participating Entities who take advantage of and utilize awarded contracts. In order to assure that any issued contract will allow these entities to fulfill current and future needs and requirements, AEPA and its AEPA Member Agencies reserve the right at its discretion to approve and/or award one contract, multiple contracts or no contracts. The actual use of any contract will be at the sole discretion of the AEPA Member Agency or the Participating Entity.

Nonexclusive Contract: Any contract resulting from this solicitation shall be approved and awarded with the understanding and agreement that it is for the sole convenience of the AEPA, its AEPA Member Agencies, their Participating Entities and they reserve the right to obtain like goods and services from another source.

Non-Profit, Non-Public Educational Institutions and other Non-Profit Organizations (Section 501(c)(3) of the Internal Revenue Code, Federal Tax Code) is defined as charitable, religious, educational, public service, support and scientific organizations, entities, corporations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of the Federal Tax Code.

Notice: Notices under this solicitation/contract will be in writing and will, for all purposes, be deemed to have been fully given when sent by registered or certified mail, return receipt requested, postage prepaid, email with appropriate verification, properly addressed to the respective parties as specified herein or at such other address as may be specified by either party from time to time.

Novation: If the original Contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. AEPA and its AEPA Member Agencies reserves the right to recommend approval, acceptance or rejection of the new party. A simple change of name agreement will not change the contractual obligations of the Contractor.

Ordering Procedures: AEPA has established the three ordering processes stated below and Bidders shall review each AEPA Member Agency’s specific terms and conditions within Section IV herein and confirm the process to be utilized for each AEPA Member Agency.

1. Standard Ordering Process:
   A. Buyer will select items for purchased from provided published catalog/price list or Contractor will issue a quote upon request;
   B. Buyer will prepare and issue a purchase order to the Contractor based on the product catalog, pricelist or Contractor’s quote;
   C. Contractor will deliver and invoice the Buyer:
   D. Buyer will acknowledge delivery and acceptance by issuing the Contractor payment;
   E. Contractor, based on the agreed to process, will report and submit payment for the AEPA Member Agency’s fee to the AEPA Member Agency (quarterly).
   F. Contractor shall provide the transaction and volume reporting in the AEPA format.

2. Electronic Ordering
   A. Web-based electronic ordering systems are preferred.
   B. Electronic ordering systems shall be secure and password protected. Entering the system with the designated password shall automatically send the user to AEPA contract pricing.
   C. When the Buyer requires purchase orders, electronic ordering system shall require entry of a purchase order number, credit card or purchasing card prior to accepting an order.
   D. Electronic ordering systems shall block excluded items not covered by the AEPA contract from any order.
   E. Electronic ordering systems shall automatically assign correct contract prices to applicable orders.
   F. Electronic ordering systems that list catalog price and AEPA discounted price are preferred.
   G. Electronic ordering systems shall track orders and purchases covered by the AEPA contract for reporting and audit purposes. Contractor shall provide the transaction and volume reporting in the AEPA format.
   H. Electronic ordering systems’ pricing shall include the AEPA Member Agencies administrative fee required by the AEPA Member Agencies.
   I. Electronic ordering systems that allow AEPA Member Agencies to print an archived (historical) copy of a Buyer’s order are preferred.

Order of precedence: In the event that an AEPA Member Agency does not stipulate an ordering process or a conflict occurs the following order of precedence shall prevail:

   A. Member Agency Specific terms and conditions
   B. Specifications and scope of work
C. General terms and conditions
D. Attachments and exhibits
E. Documents referenced or included in the solicitation

**Overcharges by Antitrust Violations:** Member Agency maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Buyer. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Member Agency any and all claims for such overcharges as to the goods or services used to fulfill the contract.

**Parole Evidence:** This contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

**Patent and copyright indemnification:** To the extent permitted by law, Contractor shall indemnify and hold harmless Member Agency and its Participating Entities against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Member Agency and its Participating Entities of materials furnished or work performed under this contract. Member Agency and its Participating Entities shall reasonably notify Contractor of any claim for which it may be liable under this paragraph.

**Price:** Within Part B: Bid Specifications and Part C: Bid Forms of this solicitation AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit the Bidder’s bid prices. The Contractor agrees that the cost for any item bid or offered on this contract will be uniform for all states, and that any differences in pricing are due to actual freight (shipping/delivery) costs; state specific installation and labor costs, AEPA Member Agency’s Administrative Fee, etc. The Bidder, within their response must describe and provide their pricing as requested utilizing the various pricing methodologies specified. Due to the various type and kinds of products and services that may be solicited by AEPA; the nature, characteristics, attributes and make of the products and services solicited; and the different methods utilized to price the products and services solicited. Please note the following item that relate to pricing.

1. **Pricing Methodologies.** The following pricing methodologies have been established.

   A. **Fixed or Catalog Pricing:** Is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price, catalog price, published price or list price. The discounts may be for the entire catalog, for specific products, product lines, manufacturer or category of products. Prices may change based on manufacturer’s price changes, new published pricing or price lists. New products may be added at the established percentage discounts at any time and discontinued products may be dropped at any time during the contract term. The Bidder may offer tiered and/or additional volume discount(s) based on amount purchased at one time.

   B. **Line-Item price list:** Products and/or services that are broken down in detail by element, component, product categories, product type and each product and/or service is presented as an individual item which needs to be combined with other items to make up a final project or solution. The information provided on each item includes:
   1. Product Vendor/Manufacturer
   2. Product Number
   3. Product Name
   4. Product Description
   5. Unit of Measure
   6. Item Price
   7. Category
   8. Brand
   9. Manufacturer’s number

   C. **Automate System for Pricing (ASP):** The method consisting of an ASP and/or software application (RS Means, Gordian) that is self contained and consist of a turn-key solution that includes a complete line-item listing of all of the products, supplies, materials, equipment, services, accessories and options with their description, specifications, terms, conditions and associated pricing for each item, sub-assemblies and/or assemblies. The Bidder provides a percent of discount or fixed multiplier/factor to be applied to total project cost to allow for individual state conditions and requirements and to arrive at the AEPA price.

   D. **Alternative Method of Costing:** This method covers any product and/or service not covered by catalog pricing, published price list, line-item price list, automated system for pricing, or is a product and/or service due to the projects or applications specifications, conditions and/or requirements that need to be custom designed, developed, manufactured and/or produced to meet the requirements of an individual project or sole source. The alternative pricing is calculated as follows:
a. The Bidder must prepare, issue and receive three written quotes from available suppliers and select the supplier that offers the products and services that meets the stipulated requirements and specifications and the most cost effective solution. All quotes must be made available upon request.

b. The Bidder must indicate the percent of overhead and/or markup as part of their response to be added to these costs to obtain the normal and customary retail price.

c. The Bidder must indicate the percent of discount offered to AEPA and its Participating Entities on the normal and customary retail price.

d. The AEPA price is calculated by taking the product and services cost to the Contractor plus the indicated percent of profit/overhead to equal the normal and customary retail price. The Contractor will then subtract the approved AEPA discount to obtain the AEPA price. Example: item cost $1,000; percent of profit/overhead of 20% equals retail price of $1,200; less the AEPA discount of 10% or $120 equals the AEPA price of $1,080.

E. Open-Item or Combined pricing: Is when the product and/or services consist of a number of different variables or configurations that must be identified before a price can be established or the pricing is based on an established pricing methodology (custom manufactured items) or price book such as RS Means/Gordian, in which the scope of work or design is specific to an individual project or application. The Contractor provides the individual project cost in a specially prepared quote based on the project’s terms, conditions and requirements.

F. Pricing based on a Cost-plus-a-percentage-of-cost: This type of pricing is prohibited.

2. Product Catalogs, Retail Price List, Price List and Electronic Catalog Process:

A. Catalogs/price lists: A copy of the latest edition of the price list or catalog that the discount will be applied to shall be included with bid. Bidder shall attach all applicable price lists or catalogs. Submission of outdated price lists or catalogs may result in rejection of bid.

B. Line item price list or catalog/core price lists: New or adjustments to price lists shall be submitted to the designated AEPA Bid Oversight Committee Chair for review and consideration throughout the term of the contract. After being reviewed and approved, a recommendation would be submitted to AEPA Member Agencies for their acceptance or rejection.

The AEPA Oversight Committee will review new price lists or catalogs to determine if the new prices or an alternative option is in the AEPA Agency Members’ best interests. New price lists or catalogs shall apply to the contract recommended by AEPA only upon approval by AEPA Member Agencies. New price lists or catalogs found to be non-competitive at any time during the contract would be grounds for terminating the contract.

C. Catalogs/price list copies: Contractor shall furnish AEPA Member Agency and their Participating Entities with copies of approved price list(s).

3. Pricing terms, conditions and stipulations:

A. Cost: The cost or price of a Bidder’s goods or services will not cancel out technical competence as identified in the specifications; cost is an important factor and its importance will increase as the degree of equality of technical competence between bids increases.

B. Fixed prices: Fixed price offers shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. If economic price adjustment contingencies occur, or not less than thirty (30) days prior to each contract anniversary date, Contractor may submit a fully documented request for price adjustment to AEPA and then to Member Agency. The documentation must substantiate the cause and/or reason for the requested price increase and demonstrate that it was unpredictable at the time of bid submittal and/or contract renewal and out of the Contractor’s control. Pricing will take effect thirty (30) days after approval and acceptance.

C. Discounts: Discount offers must clearly identify percent of discount to apply to catalog, manufacturer, MSRP, retail or published price lists. Bidders shall identify and stipulate if the discounts apply to the entire catalog, price list, specific product lines, manufacturers and categories of products. If multiple discounts apply, Bidder shall clearly indicate the discounts (pricing points, tiered pricing/quantity levels, etc.) to the respective applicable products or services. Bidder shall agree that there will be no reduction in discount(s) during the term of the contract.

D. Shipping, installation, and returns: Prices may change based on manufacturer’s price changes and new products may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. Change in discount rate will be considered at the time of a contract extension and will be a factor in renewal.
E. **Combination Pricing:** Offers with combination pricing shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such products and/or services shall be adjusted as identified for the appropriate contract type noted above.

F. **New catalogs/price lists:** New price lists or catalogs may be submitted throughout the term of the contract and the AEPA Oversight Committee has the option to review the new price lists or catalogs to determine if the new prices or an alternative option is in AEPA’s best interest. New price lists or catalogs shall apply to the original contract category approved by AEPA and awarded by its Member Agencies. New price lists or catalogs found to be non-compliant or non-competitive at any time during the contract would be grounds for terminating the contract.

G. **Price Reduction:** A price reduction can be offered at any time and will become effective upon notice. Special, time-limited reductions are permissible under the following conditions:
   a. The price reduction is available to all AEPA Member Agencies equally.
   b. The price reduction is for a specific time period, no less than thirty (30) days.
   c. The original price is not exceeded after the time limit.
   d. The AEPA Oversight Committee and all AEPA Member Agencies shall be notified of any special or time limited price reduction. New prices must be on record fifteen (15) days prior to any offer of the new prices being proposed or offered to AEPA Member Agencies and Participating Entities.

H. **Volume Purchases:** If the cost of an item(s) is lowered for any AEPA Member Agency or its Participating Entities for any reason, the cost will be lowered at the same time for all agencies for the same reason and under the same terms and conditions. (If one Member Agency proposes to purchase a large volume of one product at one time and the Contractor agrees to provide an additional discount, that same discount would be available to any agency in any of the AEPA Member Agencies participating in this contract.

I. **Most Advantageous Pricing:** The Bidder/Contractor must agree that they will not offer or provide an equal or lower cost to any state or multi-state contract for a volume equal to or lesser than that through AEPA.

J. **Pricing Variations by State:** It is understood that based on the geographical location of AEPA Member Agency and the distribution point and the location in which providers are dispatched the freight, shipping, delivery, transportation and personnel per diem costs may vary Buyer to Buyer. Federal, state and local fees (permits, licensing, registrations, etc.), may vary by state and location. Additionally, Section IV: AEPA Member Agencies’ Specifications, Terms and Conditions, identifies the various Administrative Fees charged by each AEPA Member Agency. Therefore, within the Bidder’s response, each of these items must be acknowledged and addressed on how they will be disclosed and handled within the pricing methodology utilized to provide pricing in response to this bid.

K. **Taxes:** Different jurisdictions taxing authorities have different tax laws, rules, regulations and processes, therefore, prices offered will not include applicable federal, state and local taxes. All applicable taxes must be listed as a separate item on all cost proposals, invoices.

**Prime Contractor:** For the purpose of this bid, a Contractor will be considered a prime Contractor and not a Subcontractor. Any Contractor paid directly by the AEPA Member Agency or Participating Entity is a prime Contractor; a Contractor pays a Subcontractor. Prime Contractors using Subcontractors are responsible for all actions of its Subcontractors.

**Procurement Code:** All Bidder/Contractor’s must make themselves aware of and comply with all federal, state, and local statutes and regulations.

**Products and Services:**

1. **Product Line:** If applicable, contracts will be awarded to Bidders able to provide their complete product line(s) of commodities, supplies, equipment, software and services that meets the scope of work and specifications of this solicitation. Bidders with a published, priced catalog may submit their entire catalog; AEPA reserves the right to select or reject products within the catalog for recommendation without having to award all the contents.

2. **Serial Numbers:** Bids must be for equipment on which the original manufacturer’s serial number has not been altered in any way.

3. **Current Products:** All bids shall be for commodities, supplies, equipment, supplies and software in current production; meet or exceed commercial and industry standards; and marketed and provided nationally to the general public and/or educational/governmental agencies.

4. **Construction Products and/or Services:** are associated with building, erecting, altering, repairing, installing or demolishing in the ordinary course of business any: (1) road, highway, bridge, parking area or related project; (2) building, stadium or other structure; (3) airport, subway or similar facility;
(4) park, trail, athletic field, golf course or similar facility; (5) dam, reservoir, canal, ditch or similar facility; (6) sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; (7) radio, television or other tower; (8) shaft, tunnel or other mining appurtenance; (9) electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; (10) air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations; (11) leveling or clearing land; (12) excavating earth; (13) drilling, wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.

**Services:** are defined as the furnishing of labor, time or effort by a Contractor not involving the delivery of a specific tangible product other than reports and other materials which are merely incidental to the required performance.

**Professional Services:** Services relating to architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, educational specialist, construction managers and other persons or businesses providing similar professional services, which may be designated as part of this solicitation.

7. **Peripheral & Optional Items:** Bidder can include various peripheral products, equipment, accessories, services, deliverables and related items that are associated with and function with the primary offering. Optional equipment or products may be added to the contract during the term of the contract. AEPA reserves the right to accept or reject such offerings under the following conditions:
   
   A. The enhancement is recommended by AEPA and approved by the Member Agency;
   
   B. The option is priced at a discount similar to other options;
   
   C. The option is an enhancement to the unit.

8. **Descriptive Literature and Brand Names:** All bids are to include a complete set of the manufacturer’s descriptive literature regarding the commodities, supplies, materials, equipment and software offered. Brand names, trade names and/or catalog numbers used in the solicitation will be intended to describe and identify the type, level and quality of products, equipment and software being requested.

9. **Discontinued products:** If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

10. **Product Specifications:** This solicitation is designed to enable a Bidder to satisfy a requirement for a commodity, supply, material, equipment, software, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard; by specifying a manufacturer’s brand and model. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily and/or meeting the actual needs of the procurement. When a brand name product is specified and is only available for a single source, Bidders are encouraged to offer alternative products which they believe to adhere to and comply materially, functionally and operationally equal to or better than the brand name product specified. Any Bidder believing a specification is unnecessarily restrictive, shall indicate such in the form of a question during the solicitation process and prior to bid due date. The fact that a manufacturer or supplier chooses not to produce or supply the commodity, supply, material, equipment, software or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. If the Bidder deviates from these specifications, reasons must be stated for such deviation and state why, in their opinion, the commodity, supply, material, equipment, software or services they bid will render equivalent reliability, coverage, performance and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire bid.

11. **Quality:** Unless otherwise modified elsewhere in this solicitation, Contractor warrants the commodities, supplies, materials, equipment, and services delivered as stipulated in the Buyer's purchase order/contract, shall be:

   A. Of a quality to pass without objection in the industry and professional standards normally associated with them;
   
   B. Fit for the intended purpose(s) for which they are used;
   
   C. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
   
   D. Adequately offered, presented, delivered, accomplished and complete as the contract may require; and
   
   E. Conform to the written promises and/or oral affirmations of fact made by Contractor.
Progress Payments: Progress payments are allowed on purchases for goods and services under the following conditions:
1. The Buyer and the Contractor agree to the terms of the progress payments prior to issuing a purchase order;
2. The purchase order describes the amounts to be paid and the date of payment;
3. The Buyer has a satisfactory method of verifying progress described in writing in a letter or on the purchase order;
4. That payments will only be made when actual goods and/or services are verified/received; and
5. That any such payments be made in full compliance of Buyer’s local board rules and any and all other applicable state rules and regulations.

Protests: Under this public procurement and AEPA’s Solicitation, any Bidder who is aggrieved in connection with this procurement, can file a protest in accordance with (1) AEPA’s Solicitation Document; (2) AEPA’s Policies and Procedures; and (3) AEPA Member Agency’s State Procurement Code and Board Policies. Venue for any and all legal actions regarding or arising out of the transactions covered herein shall be solely in the court of jurisdiction located in the state and county of the AEPA Member Agency and will govern any resulting transactions.

1. Procurement Phases: AEPA’s procurement/solicitation process is broken down into three (3) phases. Any Bidder who is aggrieved in connection with any of the three (3) procurement/solicitation phases listed below and/or any functions or activities associated with each shall file their protest with the AEPA representative indicated below.

A. Bid Due Date: The preparation and contents of the solicitation, its terms, conditions and specifications, the notification, distribution of solicitation documents and addendums (date published through the bid due date and time).
B. AEPA Approval: The receiving, opening, recording, evaluating, recommending and approving Bidders to be considered for AEPA approval and/or actions relating to contract renewal and extension. (Date received and opened through date of individual contract award and future renewals).
C. Contract Award: The awarding, implementing and administering of resulting contracts and the disclosure of confidential data. (Date individual contracts awarded by AEPA Member Agencies or 120 days from AEPA approval).

2. Protest contents: Protests shall be in writing and must be filed with the appropriate AEPA represented below. A protest must include:
A. The name, address and telephone number of the protester;
B. The original signature of the protester or its representative;
C. Identification of the procurement function and/or contract activity with the solicitation or the contract number;
D. A detailed statement of the factual grounds or legal basis for the protest;
E. Supporting exhibits, evidence or documents to substantiate any claim unless not available within the filing time, in which case, the expected availability date shall be indicated; and
F. The form of relief requested.

3. Protest Submittal: Protester shall submit the bid protest in accordance with the requirements of the above three (3) procurement functions immediately or within ten days of the date the protester knows or should have known the basis of the protest per the following:
A. Bid Due Date: Knows or should have known the basis of the protest upon the bid due date or 10 days after the bid due date.
B. AEPA Approval: Knows or should have known the basis of the protest upon notification from AEPA of the bid category approval.
C. Contract Award: Knows or should have known the basis of the protest or ten days after the notification from the AEPA Member Agency award.

<table>
<thead>
<tr>
<th>Procurement Phase</th>
<th>Who to Contact</th>
<th>Email Address</th>
</tr>
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<tbody>
<tr>
<td>Bid Due Date</td>
<td>Bid Question Coordinator</td>
<td><a href="mailto:Questions@aeapacoop.org">Questions@aeapacoop.org</a></td>
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<tr>
<td>AEPA Approval</td>
<td>Bid Coordinator</td>
<td><a href="mailto:Bids@aeapacoop.org">Bids@aeapacoop.org</a></td>
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<tr>
<td>Contract Award</td>
<td>Individual AEPA Member Agency with a copy to the AEPA President</td>
<td>See AEPA Member Agency Information sheet</td>
</tr>
</tbody>
</table>
4. **Protest Resolution:** Protest shall be resolved, in accordance with AEPA's Board Policies, Procedures and/or the appropriate state statutes where the AEPA Member resides. It is the intent of AEPA that all bid protest decisions from the point a bid has been published through contract approval or rejection, will be resolved by AEPA. Bid protests concerning contract award by AEPA Member Agencies will be resolved by the respective AEPA Member Agency.

5. **Protest Costs:** The losing party to the protest shall be responsible for the reasonable and justifiable costs of the protest. The protest costs shall be based on the costs and expenses incurred by the AEPA and its Member Agencies, including but not limited to staff salaries, attorneys' fees, hearing, reproduction, transcription and travel costs.

**Provisions Required By Law:** By submitting a response to this solicitation, bidders are acknowledging they have conducted and performed the required research to make themselves aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this bid. These provisions of law and any clause required by law that is associated with and relates to this bid and any resulting contract will be read and enforced as though it were included herein.

**Public Record:** All bids submitted to this invitation shall become the property of the AEPA and will become a matter of public record, available for review, subsequent to the bid due date. Bids may be viewed, by appointment only, at the CSIU, 90 Lawton Lane, Milton, PA 17847, under the supervision of the Executive Director or its designee, from 8:30 a.m. to 3:30 p.m., Monday through Friday. Within fifteen days, the Bid Receipt Summary Report will be posted to the AEPA website (www.aepacoop.org).

**Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**Safety Measures:** Contractors shall take all necessary precautions for the safety of employees on the worksite, and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workers and public. They shall post danger-warning signs against the hazards created by their operation and work in progress. Proper precautions shall be taken pursuant to state law and standard construction practices in order to protect workers, the general public and existing structures from injury or damage.

**Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards, the National Electric Code, and the National Fire Protection Association Standards.

**Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract that may remain in effect without the invalid provision or application.

**Substance Use & Conduct:** All Contractors and Subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on AEPA Member Agencies and Participating Entities premises.

**State Agency:** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state.

**Suspension or Debarment Status:** If within the past five (5) years, any Bidder has been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Bidder must include a letter with its response or bid setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to not disclose in the letter all the pertinent information may result in the cancellation of any resulting contract. By signing the bid section, the Bidder certifies that no current suspension or debarment exists.

**Tare:** If the Contractor requires the Buyer to pay for shipping, the weight of the empty container and any material used for packing shall be of the lightest weight practical for safe delivery of the contents.

**Term of Contract and Extensions:** The term of the agreement shall commence on the date of the award by the Member Agency and continue in accordance with the dates stipulated in the Bid and Timeline schedule located in Part A of this bid unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three additional 12-month periods, ending on the last day of February. Member Agency reserves the right to offer month-by-month extensions until a new contract is awarded. AEPA may choose to recommend the contract extension. If so recommended, an individual Member Agency may choose to not extend the contract.

**Termination by Non-Approval of AEPA:** AEPA Member Agencies on annual basis assess, evaluate and review existing AEPA vendors to determine if the organization as a whole desires to extend its approval of those vendors.
an existing AEPA vendor’s approval is not extended for an additional term, the AEPA Member Agencies can not extend the dis-approved vendor’s contract. (See term of Contract and Extensions)

Termination by AEPA Member Agency: An AEPA Member Agency may cancel any contract secured by the solicitation without any further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the AEPA Member Agency is or becomes, at any time while the contract or any extensions of the contract is in effect, an employee of, or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when the parties to this contract receive written notice from the AEPA Member Agency unless the notice specifies a later time. Cancellation by one AEPA Member Agency does not require other Agencies to cancel their contracts.

Termination for Convenience: AEPA Member Agency reserves the right to immediately terminate this contract, without penalty or recourse, in whole or in part, if the AEPA Member Agency determines that termination is in the best interest of Participating Entities. The Contractor, after receipt of a "Notice of Termination," shall not accept any new orders after the termination date specified in the notice. Any termination shall have no effect on projects that are in progress at the time the cancellation is received by the AEPA Member Agency.

Contractor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed and materials accepted before the effective date of the cancellation. The Contractor will not be reimbursed for any anticipated profit.

The AEPA Member Agency reserves the right to cancel, or suspend the use thereof, any contract resulting from this IFB if the Contractor files for bankruptcy protection, or is acquired by an independent third party.

Contractor may cancel this contract upon written notice to the AEPA Member Agency prior to the intended termination date (or on the yearly anniversary of the bid). Any termination shall have no effect on projects that are in progress at the time the cancellation is received by the AEPA Member Agency.

Termination for Default: If either party is in default under this contract, it shall have an opportunity to cure the default within the time indicated (ten business days in most states) after it is given written notice of default by the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have ten business days to provide a satisfactory response to the AEPA Member Agency. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to comply of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties’ rights hereunder.

The AEPA Member Agency reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the AEPA Member Agency, upon request, with adequate assurances of future performance. In the event of termination for cause, the AEPA Member Agency shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the AEPA Member Agency or any Participating Entity for any and all rights and remedies provided by law. If it is determined that the AEPA Member Agency improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

The AEPA Member Agency will issue written notice to the Contractor for acting or failing to act in any of the following:
1. The Contractor provides material that does not meet the specifications of the contract;
2. The Contractor fails to adequately perform the services set forth in the specifications of the contract;
3. The Contractor fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Contractor fails to make progress in the performance of the contract and/or gives the AEPA Member Agency reason to believe that the Contractor will not or cannot perform to the requirements of the contract;
5. The Contractor fails to observe any of the terms and conditions of the contract;
6. The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the AEPA Member Agency.

Termination for Non-Appropriation: Any individual Buyer’s procurement/contract covered by this bid and executed in accordance with resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of court order, or because of insufficient appropriations made available to the Buyer’s governing board and/or it State Legislature. Such termination will be effected by sending fifteen (15) days written notice to the Contractor. The Buyer’s decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Contractor and shall be final.
Title and Risk of Loss: The title and risk of loss of material or service shall not pass to the Buyer purchasing the material or service until it actually receives the material or service at the point of delivery, unless otherwise provided within this document.

Trade-in Equipment: Equipment for trade-in shall be dismantled by the Contractor and removed at its expense. The conditions of the trade-in equipment at the time it is turned over to the Contractor shall be the same as when the original agreement was made, except as affected by normal wear and tear from use between the time of the bid and the trade-in. Values placed on trade-in products are between the Buyer purchasing the new unit and the Contractor.

Type of Bids Due to the various types, kinds and levels of products and services solicited by ARPA in its IFBs; the various pricing methodologies/methods utilized and offered to price the various products and services offered; and the type of contracts that results from any one of AEPA’s/bids, AEPA has established the following two types of bids.

1. **Catalog Bid:** A catalog bid is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The items are offered through a published catalog, price list and/or on-line catalog. Bidders offering such products and/or service establish the AEPA price by applying percentage discount(s) on the catalog price, published prices or price list. The discounts may be for the entire catalog, for specific products, product lines, manufacturer or category of products. Prices may change based on manufacturer’s price changes, new published pricing or price lists. New products may be added at the established percentage discounts at any time and discontinued products may be dropped at any time during the contract term.

2. **Line Item and Open Item Bid:** Is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variables and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product’s or solution’s cost is derived by the Contractor specially prepared and providing a quote based on the project’s terms, conditions and requirements.

Warranty: Contractor warrants that all commodities, supplies, materials, equipment, software and service delivered under this contract shall conform to the specifications of this contract. All items should carry a warranty equal to the intended life cycle or a minimum 12-month manufacturer’s warranty that includes parts and labor unless otherwise specified and agreed to. The manufacturer has the primary responsibility to honor a manufacturer’s warranty; a distributor or dealer agrees to assist the purchaser reach a solution in a dispute with the manufacturer over a warranty’s terms. Any extended manufacturer’s warranty will be passed on to the Buyer. For example, if a voice board has a three-year warranty, but the board is in a turnkey system that has a one-year warranty, the voice board’s three-year warranty must be honored by the manufacturer and the Contractor. All extended warranties must be passed on, without exception. If, upon discovery, the Contractor charges a Buyer for a replacement part that the Contractor actually received at no cost under a warranty, the Contractor will rebate the amount billed and the Buyer reserves the right to cancel the contract.
III. MEMBER AGENCY SPECIFIC TERMS AND CONDITIONS

A single IFB is being published and distributed on behalf of the Member Agencies in many states. Differences in contract implementation and operation will exist between the Member Agencies. Each state may have special laws relating to this procurement that must be adhered to in addition to the previously stated constraints. When Member Agency/State Specific Terms and Conditions differ from the General Terms and Conditions, the Member Agency/State Specific Terms and Conditions will prevail.

Common Terms and Conditions of all individual states are as follows:

**Active Promotion of Contract**: Agencies require that the Contractor take ownership and actively promote the contract in cooperation with the AEPA Member Agency to all of the Agencies’ qualified Participating Entities.

**Sales to Participating Entities**: AEPA Member Agencies require that all awarded Contractors offer the Member Agency contract opportunity to all qualified Participating Entities of the cooperative.

**Legal Obligations**: All Contractors shall comply with all applicable Federal, State and Local Laws, Codes and Regulations while fulfilling the contract. It is the Bidder’s responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein.

**Fees**: Many of the AEPA Member Agencies charge Contractors an administrative or participation fee. Details of how these fees are charged will be found under each state’s Terms and Conditions.

A summary of each State’s Administrative Fee, any special terms and conditions, and special ordering process requirements is listed here for the convenience of the Bidders.
# Association of Educational Purchasing Agencies (AEPA)

## Bid 013 - Summary of State General Overview

### Part A Table

<table>
<thead>
<tr>
<th>AEPA Member Agency State</th>
<th>General</th>
<th>Ordering Process</th>
<th>Construction Products and Services</th>
<th>Potential Customers</th>
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<td><strong>Administrative Fee</strong></td>
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</table>

* Depending upon the type of agency making the purchase products may or may not be taxable

** Iowa Code Chpt. 26 & 273
Agency Specific Terms and Conditions:

In addition to the common Terms and Conditions above, each Member Agency has submitted Terms and Conditions appropriate for their State. Each State consists of the following information:

A. Additional Member Agency General Terms and Conditions that apply for all categories identify items that apply to the procurement process in addition to the previously listed General Terms and Conditions.

B. Additional Member Agency Terms and Conditions for Non-Construction Products and Services identify items that specifically apply to the procurement process for non-construction products and services in addition to the previously listed General Terms and Conditions.

C. Additional Member Agency Terms and Conditions for Construction Products and Services identify items that specifically apply to the procurement process for construction products and services in addition to the previously listed General Terms and Conditions.

D. Procedure for Processing Orders defines the process for accepting purchase orders, delivering the services and goods, invoicing for the items and obtaining the funds in payment for the goods and services. Some Member Agencies will have the Buyers send them the purchase orders; others will have the individual Buyers send the purchase orders directly to the Contractor. Member Agency processes differ, and it is the responsibility of the Contractor to become familiar with the procedures in each state.

E. Agencies Allowed to Purchase under the Member Agency describes who is able to purchase under this contract in each of the states. Several Member Agencies provide services to all districts in those states. Other Member Agencies may have fewer types of agencies that are allowed to purchase, but actually have a greater potential because of the population density. A few Member Agencies will provide services to more than the education community. The table at the beginning of the IFB summarizes the Member Agencies and the number of students contained in the member procurement units.
1. California, Monterey County Office of Education d/b/a CalSAVE

A. Additional Agency Terms and Conditions

1) Governing Law and Venue
The laws of the State of California govern the Contract and prevail in the interpretation and administration of the Contract. California-specific Terms and Conditions prevail over any General Terms and Conditions. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

The venue for any litigation arising out of or related to the Contract shall be with either the Superior Court in and for the County of Monterey, State of California or the Federal District Court for the Northern District of California, San Jose Division.

2) Authority
For California, this bid is issued under the authority of the elected Monterey County Superintendent of Schools, who administers the Monterey County Office of Education (MCOE), located at 901 Blanco Circle, Salinas California, 93992. In this document, MCOE may be referred to as Agency, being distinct from other parties who may use this contract who are hereinafter referred to as Local Education Agencies (LEAs), regardless of their hierarchy or their political and organizational status as schools or municipalities.

3) CalSAVE, Administration, and Agent
Contracts awarded and Awarded Contractors/Vendors will automatically be part of the CalSAVE program. CalSAVE is the cooperative purchasing program founded by the Monterey County Office of Education and administered by the Epylon Corporation under a contract with MCOE, in cooperation with the California County Superintendents Educational Services Association (CCSESA). MCOE is the lead agency for all Contracts, and the Monterey County Superintendent of Schools is the authority for the solicitation, evaluation and award of all contracts. Epylon serves as MCOE’s agent, but only the Monterey County Superintendent of Schools has the authority to award contracts. Correspondence and communication related to the contract award or administration of the program should be directed to Epylon, 3675 Mt. Diablo Blvd, Suite 110, Lafayette, CA 94549.

MCOE reserves the right to change agents or to change the contact name of existing Agent’s personnel administering the contract. If Agent or Agent’s personnel change, Awarded Contractors/Vendors will be notified with new instructions.

4) Transaction Fees
Transaction Fees are the funding source for the operation of the self-supporting CalSAVE cooperative purchasing program. Awarded Contractors/Vendors shall be required to pay a Transaction Fee for all purchases by LEAs made through the awarded Contract. For the purpose of this bid through Monterey County Office of Education and all Contracts awarded using this document, the Transaction Fee shall be 2 percent of Net Sales, which means gross sales less returns and cancelled orders within 30 days, shipping and sales and other taxes (excluding taxes based on net income). Transaction Fees will not be charged to or paid by the buyers themselves. Neither Awarded Contractor/Vendor nor its designated authorized reseller(s) shall include any additional amount corresponding to the Transaction Fees in the awarded Contract prices. This Transaction Fee applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.

Epylon will collect the Transaction Fee on behalf of the CalSAVE program. The Contractor/Vendor will make all participation fee payments within two weeks after sending the quarterly report. Checks are to be made payable to the Epylon Corporation and sent to 3675 Mt. Diablo Blvd., Suite 110, Lafayette, CA 94549. ATTN: CalSAVE.

5) Non-Conforming Jurisdictions
Notwithstanding Section A.4 (immediately above) no Transaction Fee is authorized to be charged to Awarded Contractors/Vendors for sales within any jurisdiction where prohibited by law or local-government policy. Instead,
the cost of products, services, licenses and goods sold under this contract in such jurisdictions shall be the same as all for school districts in all other counties of California. However, any LEA using this contract where Section 4 fees are not permitted shall be required to pay a 2 percent fee for use of the contract, imposed by MCOE on the authority of Public Contract Code Section 20118 and 20652, which allows MCOE to charge reasonable costs to the public corporation or agency for furnishing the services incidental to the purchase of items under contract.

6) Reports
The Contractor/Vendor will compile a quarterly report listing each purchase made by participating Agencies under this contract, and send them by the 15th of April, July, October, and January to Racquel Landolf with the e-mail address of rlandolf@CalSave.org. These reports shall be in Microsoft Excel format and shall have file names that identify the contractor/vendor and the month being reported. The file at a minimum shall include the fields listed below and shall allow for sorting on any of these fields:

- Date of Order
- Name of Participating Agency (LEA)
- Description of Item Purchased
- Manufacturer’s SKU Number
- Quantity
- Contract Unit Price
- Extended Price
- List Price Before AEPA Discount

7) Length of Term
The term of the agreement shall commence on the date of the award, and continue as stipulated in General Terms and Conditions, unless terminated, canceled or extended. Contract may be terminated by MCOE if LEAs have not used the contract in any 12-month period, or if orders from participating LEAs do not total $10,000 in any 12-month period.

8) Marketing and Advertising under this Agreement
Vendor will actively promote use of this contract by LEAs in California. Vendor must comply with the marketing plan offered as part of its bid submission. Unless other arrangements are made with the CalSAVE administrator, vendor is also required to perform the following:

a. Vendor will include the approved CalSAVE logo, web address, and toll free number in all print electronic mail and other advertising and promotion intended for release to California K-12 schools, excluding national marketing releases.

b. The CalSAVE logo and associated CalSAVE information shall be of a clearly readable size and in appropriate proportion to other elements in the print material.

c. Vendor agrees to provide CalSAVE with a copy or proof sheet of the advertisement or promotion material. Vendor will provide CalSAVE with date of release and name of publication, journal, etc.

d. Vendor shall place a supplied CalSAVE vendor sign on booths, tables, etc. of any or all exhibits for which the vendor displays/participates at California tradeshows, conventions and the like. Vendor will supply in advance scheduled exhibit dates. Vendor agrees to make available at the exhibit CalSAVE supplied brochures or other promotion materials.

e. Vendor agrees to insert the approved CalSAVE logo, web address, toll free number on the vendor’s website promoting or a specific CalSAVE landing page and providing a link to the CalSAVE website.

f. Vendor will supply product catalog information, product description, pricing, etc. as requested by CalSAVE in a spread sheet format as specified by CalSAVE for inclusion in the CalSAVE website.

g. Requested materials will be submitted to CalSAVE within 30 days.

B. Additional Member Agency Terms and Conditions for Non-Construction Products and Services

1) Conformance to Public Contract Code 20111
An award by the Monterey County Superintendent of Schools under this solicitation will be for the purchase of equipment, materials, supplies, services or repairs to be furnished, sold, or leased in accordance with Public Contract Code 20111 and 20650. Awards shall include allowance for installation and assembly services incidental and necessary to the use of the equipment, materials, supplies and repairs purchased or leased.
2) Conformance to Public Contract Code 20118 and 20652
All public agencies (LEAs) are authorized by law to purchase off a contract awarded by an agency that has itself gone to bid, including all K-12 schools districts, community college districts, special districts and JPA serving education, pursuant to Public Contract Code Sections 20118 and 20652. Using these statutes, the Monterey County Office of Education hereby declares its intent and authorization to make all contracts awarded under this contract "piggybackable" by other agencies in the state. The Agency waives any right to receive payment from other California agencies making purchases off the awarded contracts and those agencies will make payment directly to the vendors. Any legislative changes to Public Contract Codes 20118 and 20652 during the term of the contract(s) with Award Vendor(s) shall apply to the contract(s) immediately when such changes become law.

3) Additional Piggyback and Standard School Supply and Equipment Authority
The Monterey County Office of Education declares that items, materials, personal property, equipment and licenses under Contract as a result of this Invitation to Bid will qualify as items to be included within its Standard School Supply and Equipment List. Because many County Offices of Education have banded together to create both the EdBuy and the CalSAVE programs for the purpose of collectively creating both a standard School Supply & Equipment List and cooperative contracts, the items solicited and awarded through this bid may also constitute a portion of an official Standard School Supply and Equipment List for other participating County Offices of Education and County Superintendents of Schools. Purchases by other County Offices of Education and LEAs may be made, not only in accordance with Public Contract Code 20118 and 20652, but also in accordance with Education Code 38110 and 38112 dealing with cooperatives and Standard School Supplies & Equipment.

C. Additional Member Agency Terms and Conditions for Construction Products and Services

1) Intended for Personal Property
An award by the Monterey County Superintendent of Schools under this solicitation will be for the purchase of equipment, materials, supplies, services or repairs to be furnished, sold, or leased in accordance with Public Contract Code 20111 and 20650. Awards shall include allowance for installation and assembly services incidental and necessary for use of the equipment, materials, supplies and repairs purchased or leased. When any services or repairs fall into a category of Public Works as defined in Public Contract Code 22002, an LEA may use this California contract only up to $14,999 for labor and services, but for an unlimited dollar amount for any supplies, materials, equipment or personal property to be staged and ready for use in a local Public Works project.

2) Public Works Limitations
When Public Works services cost $15,000 or more, an LEA, under most situations, must bid itself independently for the services and labor related to the public work, but may use this contract for the contracted supplies, material or equipment related to the project. If circumstances allow, LEAs may also combine this competitively bid contract with other alternative authorities for Public Works projects, as may be allowed by law, such as Public Contract Code 22030, Education Code17406 or Government Code 1466. LEAs should consult with their own legal counsel to see if such statutes apply to their Public Works projects.

D. Procedure for Processing Orders

1) Start date
Once the award is made to the Contractor/Vendor and signatures have been placed on the contract from both parties, the Awarded Contractor/Vendor is authorized to begin selling to eligible Agencies. MCOE will begin informing LEAs of the Contract once the Contract has been signed.

2) Prices and Requests for Quotes
The Awarded Contractor/Vendor, in cooperation with MCOE's agent, must make provision for LEAs to quickly ascertain bid prices by posting prices, posting a link or contact for prices, distributing catalogs and price lists, responding to requests for quotations, or participating in eCommerce.

The 2 percent Transaction Fee on all sales is a cost of doing business to the vendor and the requirement for the fee is publicly disclosed in these bid documents for the edification of all buying agencies and LEAs. Transaction fees
should not appear as a line item on a quotation or on listed bid pricing. The final price quoted or displayed must be inclusive of the participation fee on all pricing and quotations.

3) Submission of Orders and Delivery
After entering into an agreement with MCOE, an LEA electing to use this Contract will enter into a separate contract with the Vendor by way of a purchase order or separate contracting document ("Separate Contract"). Purchase orders will be issued by participating LEAs to contractor/vendor.

LEAs will fax or mail purchase orders directly to the CalSAVE office (fax (866) 488-3729), unless other arrangements have been made and agreed to by the CalSAVE Administrator. LEAs may also use Epylon eCommerce software for transmission of purchase orders. Standard business practice is for all purchase orders received by 3:00 p.m. Pacific Time to be logged and forwarded to the appropriate vendor on the same day received, unless unusual circumstances occur.

Awarded Contractor/Vendor will deliver goods, services and corresponding invoices directly to the participating LEAs and receive payments directly from the participating LEAs as per bid specifications.

E. Agencies Allowed to Purchase under the Member Agency

1) Other Agencies’ Right to Purchase.
CalSAVE is a self-supporting contracting program led by the Monterey County Office of Education. Contracts are made available to all California public school districts, private and non-public schools registered with a county office of education or state Department of Education, charter schools, community college districts, eligible state agencies, non-profits (particularly those such as PTAs buying on behalf of schools or government), and any other agency allowed by law – all referred to as LEAs.

Subject to the following terms and conditions, the Monterey County Office of Education (MCOE) consents to LEAs purchasing items at the same unit price(s) or pricing formula under the terms and conditions of this Contract, as may be authorized by Sections 20118 and 20652 of the Public Contract Code or other legal authority:

a) Any other agency (LEA) authorized by law to use this Contract for its own purchase(s) from the Awarded Contractor/Vendor or their authorized resellers shall by default enter into a standard agreement with MCOE, which inter alia will include the terms, conditions, and information set forth in this paragraph a and paragraphs b through i below.

b) After entering into a standard agreement with MCOE, an Other Agency electing to use this Contract will enter into a separate contract or purchase order ("Separate Contract") with the contractor/vendor. The Separate Contract is subject to and includes and/or incorporates all applicable terms of this Contract and the specific requirement that the Awarded Contractor/Vendor comply with the provisions set forth in paragraph below regarding payment of the 2 percent Transaction Fee (or the non-conforming jurisdiction fee) to be collected by the Epylon Corporation. MCOE will not be a party to any Separate Contract, but will be considered a third party beneficiary of such Separate Contract.

c) The Awarded Contractor/Vendor understands and agrees that failure or refusal to comply with the provisions set forth in this agreement regarding payment of the 2 percent Transaction Fee in conjunction with any Separate Contract or any other use of this Contract by an Other Agency is grounds for cancellation of the Contract. The Contractor/Vendor also understands and agrees that if the Contract is cancelled for this or any other reason, MCOE may give notice of such cancellation by any other means appropriate to inform LEAs of that cancellation.

d) The MCOE waives any right it may have to require any LEA using this Contract to draw its warrants for the purchase(s) in its favor and consents to each agency making such payment(s) directly to the contractor/vendor.

e) Sales tax and freight/shipping charges included in the Contract apply to the MCOE only. Additional sales tax and freight/shipping charges may be required on purchases by any LEA and are outside the scope of this Contract, unless specifically addressed elsewhere in Part A or Part B of the Terms and Conditions.
f) This Contract and any Separate Contract are for the purchase of the items covered by Contract. An LEA may, however, exercise its authority under Education Code section 17597 or 81645 or other legal authority to sell and lease back any item owned by, or to be owned by, it pursuant to any Separate Contract. The contractor/vendor agrees to take any and all actions requested by any LEA that are necessary to effect any such transfer, by way of example only, accepting payment under the Separate Contract from any third party to whom any such transfer is made.

g) Both the contractor/vendor and any LEA using this Contract agree that the MCOE makes no representation that use of this Contract by any Other Agency is, in fact, authorized by law. In this regard, the MCOE suggests that, at a minimum, Contractor/Vendor and any LEA considering such use consult with their own legal counsels before doing so.

h) Both the contractor/vendor and any LEA using this Contract agree to defend, indemnify and hold the MCOE, the Monterey County Superintendent of Schools, and the Monterey County Board of Education and its members, as well as all of their respective officers, employees and agents, free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any such use.

i) MCOE reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. MCOE will issue written notice to the contractor for acting or failing to act in any of the following:
   a. The vendor fails to adequately perform the services set forth in the contract
   b. The vendor fails to make progress in the performance of the contract and/or gives MCOE reason to believe that the contractor will not or cannot perform to the requirements of the contract
   c. The contractor fails to observe any of the terms and conditions of the contract
   d. The contract fails to pay Transaction Fees
   e. The contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the MCOE. MCOE shall follow the following procedure if the contract is to be terminated:
      • Step 1 - Issue a warning letter of concern outlining the violations and length of time to correct the problem(s).
      • Step 2 - Issue a letter of intent to cancel contract, if the problem(s) is not resolved by a given date.
      • Step 3 - Issue letter to cancel contract. Upon receipt of the written notice of concern, the contractor shall have ten (10) business days to provide a satisfactory response to MCOE. Failure on the part of the contractor to address adequately all issues of concern may result in contract cancellation.

2) Other Agencies, Constitutionally Independent Agencies, and Out-of-State Agencies

Other agencies and out-of-state agencies and LEAs may use the contract as allowed by California Government Code Section 6502, which says, “If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state. It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies.”