Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

When preparing your submission on Bonfire you will first be asked to select which Decisions you are going to submit to. Based on what you choose Bonfire will build a list of Requested Information that you need to provide.

This project has multiple Decisions that you can submit to listed below:

- Solicitation Category → -A - Athletic Field Lighting
- Solicitation Category → -B - Hardwood & Synthetic Flooring
- Solicitation Category → -C - Copiers, MFPs, Printers, Managed Print Services
- Solicitation Category → -D - Roofing and Related Services
- Solicitation Category → -F - Cybersecurity & Training
- Solicitation Category → -G - Portable & Modular Classrooms
- Solicitation Category → -H - Playground Equipment
- Solicitation Category → -E - Security Solutions

Requested Information

Name	Type	# Files	Requirement	Instructions
New Jersey State Specific Documents	File Type: PDF (.pdf)	Multiple	Optional	
AEPA 025 Part D Questionnaire (Q-78CD)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response

Name	Type	# Files	Requirement	Instructions
				Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
A - Athletic Field Lighting Part E Signature Forms	File Type: PDF (.pdf)	1	Required, AFL	When submitting 'A - Athletic Field Lighting Part E Signature Forms' you will need to provide a PDF (.pdf) for: AFL that you are bidding on.
A - Athletic Field Lighting-Part F Discount Pricing Workbook	File Type: Excel (.xls, .xlsx)	1	Required, AFL	When submitting 'A - Athletic Field Lighting-Part F Discount Pricing Workbook' you will need to provide a Excel (.xls, .xlsx) for: AFL that you are bidding on.
B - Hardwood & Synthetic Flooring Part E Signature Forms	File Type: PDF (.pdf)	1	Required, HSF	When submitting 'B - Hardwood & Synthetic Flooring Part E Signature Forms' you will need to provide a PDF (.pdf) for: HSF that you are bidding on.

Name	Type	# Files	Requirement	Instructions
B - Hardwood and Synthetic Part F Discount Pricing Workbook	File Type: Excel (.xls, .xlsx)	1	Required, HSF	When submitting 'B - Hardwood and Synthetic Part F Discount Pricing Workbook' you will need to provide a Excel (.xls, .xlsx) for: HSF that you are bidding on.
C - Copier Part E Signature Forms	File Type: PDF (.pdf)	1	Required, CMPMPS	When submitting 'C - Copier Part E Signature Forms' you will need to provide a PDF (.pdf) for: CMPMPS that you are bidding on.
C - Copiers Part F - Pricing Workbook - Form F1 - BW MFD - Digital MFDs-Printers etc	File Type: Excel (.xls, .xlsx)	1	Required, CMPMPS	When submitting 'C - Copiers Part F - Pricing Workbook - Form F1 - BW MFD - Digital MFDs-Printers etc' you will need to provide a Excel (.xls, .xlsx) for: CMPMPS that you are bidding on.
C - Copiers Part F - Pricing Workbook - Form F2 - Color MFD - Digital MFDs-Printers	File Type: Excel (.xls, .xlsx)	1	Required, CMPMPS	When submitting 'C - Copiers Part F - Pricing Workbook - Form F2 - Color MFD - Digital

Name	Type	# Files	Requirement	Instructions
etc				MFDs-Printers etc' you will need to provide a Excel (.xls, .xlsx) for: CMPMPS that you are bidding on.
C - Copiers Part F - Form F3 - BW - Digital MFDs-Printers etc	File Type: PDF (.pdf)	Multiple	Required, CMPMPS	When submitting 'C - Copiers Part F - Form F3 - BW - Digital MFDs-Printers etc' you will need to provide a PDF (.pdf) for: CMPMPS that you are bidding on.
C - Copiers Part F - Pricing Workbook - Form F4 - Color Printers - Digital MFDs-Printers etc	File Type: Excel (.xls, .xlsx)	1	Required, CMPMPS	When submitting 'C - Copiers Part F - Pricing Workbook - Form F4 - Color Printers - Digital MFDs-Printers etc' you will need to provide a Excel (.xls, .xlsx) for: CMPMPS that you are bidding on.
C - Copiers Part F - Pricing Workbook - Form F5-F8 - Discount Schedules - Digital MFDs-	File Type: Excel (.xls, .xlsx)	1	Required, CMPMPS	When submitting 'C - Copiers Part F - Pricing Workbook - Form F5-F8 - Discount Schedules -

Name	Type	# Files	Requirement	Instructions
Printers etc				Digital MFDs-Printers etc' you will need to provide a Excel (.xls, .xlsx) for: CMPMPS that you are bidding on.
C - Copiers Part F - Pricing Workbook - Form F9-F11 - Discounts Schedules - Related Services	File Type: Excel (.xls, .xlsx)	1	Required, CMPMPS	When submitting 'C - Copiers Part F - Pricing Workbook - Form F9-F11 - Discounts Schedules - Related Services' you will need to provide a Excel (.xls, .xlsx) for: CMPMPS that you are bidding on.
D - Roofing Part E Signature Forms	File Type: PDF (.pdf)	1	Required, RaRS	When submitting 'D - Roofing Part E Signature Forms' you will need to provide a PDF (.pdf) for: RaRS that you are bidding on.
D - Roofing Part F.1 - F.3 Discount Pricing Workbook	File Type: Excel (.xls, .xlsx)	1	Required, RaRS	When submitting 'D - Roofing Part F.1 - F.3 Discount Pricing Workbook' you will need to provide a Excel (.xls, .xlsx) for: RaRS that you

Name	Type	# Files	Requirement	Instructions
				are bidding on.
D - Roofing Part F.4 Pricing Workbook - Roofing and Building Envelope Services	File Type: Excel (.xls, .xlsx)	1	Required, RaRS	When submitting 'D - Roofing Part F.4 Pricing Workbook - Roofing and Building Envelope Services' you will need to provide a Excel (.xls, .xlsx) for: RaRS that you are bidding on.
E - Security Solutions Part E Signature Forms	File Type: PDF (.pdf)	1	Required, SS	When submitting 'E - Security Solutions Part E Signature Forms' you will need to provide a PDF (.pdf) for: SS that you are bidding on.
E - Security Solutions Part F - Discount Pricing Workbook	File Type: Excel (.xls, .xlsx)	1	Required, SS	When submitting 'E - Security Solutions Part F - Discount Pricing Workbook' you will need to provide a Excel (.xls, .xlsx) for: SS that you are bidding on.
F - Cybersecurity Part E Signature	File Type: PDF (.pdf)	1	Required, CT	When submitting 'F - Cybersecurity Part E Signature

Name	Type	# Files	Requirement	Instructions
Forms				Forms' you will need to provide a PDF (.pdf) for: CT that you are bidding on.
F - Cyber Security & Training Part F Discount Pricing Workbook	File Type: Excel (.xls, .xlsx)	1	Required, CT	When submitting 'F - Cyber Security & Training Part F Discount Pricing Workbook' you will need to provide a Excel (.xls, .xlsx) for: CT that you are bidding on.
G - Portable & Modular Classrooms Part E Signature Forms	File Type: PDF (.pdf)	1	Required, PMC	When submitting 'G - Portable & Modular Classrooms Part E Signature Forms' you will need to provide a PDF (.pdf) for: PMC that you are bidding on.
G - Portable & Modular Buildings Part F Discount Pricing Workbook	File Type: Excel (.xls, .xlsx)	1	Required, PMC	When submitting 'G - Portable & Modular Buildings Part F Discount Pricing Workbook' you will need to provide a Excel (.xls, .xlsx) for: PMC that you are bidding on.

Name	Type	# Files	Requirement	Instructions
H - Playgrounds Part E Signature Forms	File Type: PDF (.pdf)	1	Required, PE	When submitting 'H - Playgrounds Part E Signature Forms' you will need to provide a PDF (.pdf) for: PE that you are bidding on.
H - Playgrounds Part F Discount Pricing Workbook	File Type: Excel (.xls, .xlsx)	1	Required, PE	When submitting 'H - Playgrounds Part F Discount Pricing Workbook' you will need to provide a Excel (.xls, .xlsx) for: PE that you are bidding on.
Exhibit A - Marketing Plan	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	1	Required	
Security Bond	File Type: PDF (.pdf)	Multiple	Required, AFL, HSF, RaRS, PMC, PE	When submitting 'Security Bond' you will need to provide a PDF (.pdf) for: AFL, HSF, RaRS, PMC, PE that

Name	Type	# Files	Requirement	Instructions
				you are bidding on.
I acknowledge that I have downloaded all supporting documentation #1-6, along with my corresponding category documentation.	Data Type: Yes/No	N/A	Required	
Supporting Information	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Optional, ESC	When submitting 'Supporting Information' you will need to provide a Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip) for: ESC that you are bidding on.

Commodity Codes

Commodity Set	Commodity Code	Title	Description

Commodity Set	Commodity Code	Title	Description
NIGP	03178	Roof Ventilators, Power Driven, Including Refurbished Types	
NIGP	03179	Roof Ventilators, Wind Driven, Including Refurbished Types	
NIGP	03569	Magnetometers, Security Screening Equipment	
NIGP	06544	Hatches, Roof, Ventilation, Emergency Exit, etc.	
NIGP	08069	Tags: Luggage, Security, Identification	
NIGP	13574	Tile, Roof, Clay, Burnt Type (See 770-64 for Concrete Roofing Tile)	
NIGP	14560	Roofing Brushes	
NIGP	15086	Trusses, Roof, Wood and Metal	
NIGP	15550	Office Buildings, Modular and Portable	
NIGP	20332	Computer Instructional Aids and Training Devices, Environmentally Certified Products	

Commodity Set	Commodity Code	Title	Description
NIGP	20372	Printer Accessories and Supplies: Chemicals, Forms Tractors, Inks and Cartridges, Paper, Label Sheets, Sheet Feeders, Toner Cartridges, Wheels, etc., Environmentally Certified Products	
NIGP	20429	Data/File Security Hardware/Software, to Include Encryption	
NIGP	20474	Printer Sharing Devices, Multi-function Devices	
NIGP	20529	Data/File Security Hardware/Software, to Include Encryption, Environmentally Certified Products	
NIGP	20670	Printer Sharing Devices, Multi-function Devices	
NIGP	20772	Printer Accessories and Supplies: Chemicals, Forms Tractors, Inks and Cartridges, Paper, Label Sheets, Sheet Feeders, Toner Cartridges, Wheels, etc.	
NIGP	20866	Professional: Computer Training, E-learning, Hospital/Pharmacy, Legal, etc. Software,	

Commodity Set	Commodity Code	Title	Description
		Microcomputer	
NIGP	20881	Software For Computer Software Training, Microcomputer	
NIGP	20889	Threat Alert Software, Microcomputer	
NIGP	20890	Utilities: Back-up, Batch File, Firewall, Menus, Operating System, Network Operating System, Network Management, Recovery, Screen, Security, Virus Protection, etc., Microcomputer	
NIGP	21016	Concrete Beams, Channels, Roof Decks, Bollards, etc., Prestressed	
NIGP	25727	Chemical, Biological, Radiological and Nuclear Explosive Weapons and Cyber Attacks	
NIGP	25778	Security Enhancement Equipment, Cyber	
NIGP	25779	Security Enhancement Equipment, Physical, Including Blast Curtains	

Commodity Set	Commodity Code	Title	Description
NIGP	36021	Hardwood Flooring	
NIGP	36052	Runners, Rubber and Synthetic	
NIGP	42074	Mirrors, Safety and Security, For Blind Corners in Hallways, etc.: Parabolic, Convex, Hemispherical, etc., Including Parts and Accessories	
NIGP	54540	Machines, Roofing: Roof Scratchers, Rotary Spudders, etc.	
NIGP	60038	Copy Machines, Bond, Plain Paper Type Including Parts and Accessories	
NIGP	60039	Copy Machines, Analog	
NIGP	60040	Copy Machines, Coated or Treated Paper Type, Including Parts and Accessories	
NIGP	60041	Copy Machines, Engineering, for Reproduction and Design Production	
NIGP	60042	Copy Machines, Including Parts and Accessories	
NIGP	60043	Copy Machines,	

Commodity Set	Commodity Code	Title	Description
		Digital-Networked	
NIGP	60044	Copier Vending Machines, Accessories and Supplies	
NIGP	60045	Copy Machines, Thermal Type, Including Parts and Accessories	
NIGP	60046	Copy Machines, Digital	
NIGP	60047	Copy Machine Add-On Accessories	
NIGP	60064	Ink Rollers, Office Machines	
NIGP	60072	Multi-Function Office Machines, Combination of Fax-Copier-Scanner-Printer, etc.	
NIGP	65006	Benches, Park, Including Bus Stop Benches	
NIGP	65012	Climbers, Playground	
NIGP	65018	Combination Sets, Playground	
NIGP	65021	Fountains, Pet Drinking	
NIGP	65024	Grill and Park Stoves, Outdoor	

Commodity Set	Commodity Code	Title	Description
NIGP	65036	Picnic Tables	
NIGP	65038	Playground Equipment, (Not Otherwise Classified], (See 420-04 for Bleachers)	
NIGP	65048	Recycled Recreational and Park Equipment	
NIGP	65050	Safety Surfaces, Playground	
NIGP	65054	Seesaws, Playground	
NIGP	65060	Slides, Playground	
NIGP	65072	Swings, Playground	
NIGP	65075	Water Park Equipment: Slides, Splash Pads, Aqua Climb	
NIGP	68002	Access Control Systems and Security Systems	
NIGP	68042	Curtains, Security; Vehicle Security Partitions	
NIGP	68087	Surveillance Cameras and Counter-surveillance Equipment and Supplies	
NIGP	77006	Aggregate, Gravel,	

Commodity Set	Commodity Code	Title	Description
		Marble and Stone Chips, etc., For Roofs)	
NIGP	77009	Asphalt, Roofing	
NIGP	77015	Bolts, Clips, Fasteners, etc., For Sheet Roofing	
NIGP	77018	Cant Strips, Expansion Joint Fillers	
NIGP	77020	Caps, Roofing	
NIGP	77023	Cements and Mastics, Roofing	
NIGP	77026	Coatings, Roof, All Kinds	
NIGP	77038	Felt, Roofing, Rolls	
NIGP	77041	Flashing, Eave Strips, Gravel Guards, Ridge Rolls, Valleys, etc., Metal	
NIGP	77042	Flashing, Plastic	
NIGP	77045	Insulation, Roof, All Kinds	
NIGP	77048	Paper, Roofing	
NIGP	77053	Primers, Roofing	
NIGP	77056	Roofing, Aluminum: Corrugated, V-Crimp, etc.	

Commodity Set	Commodity Code	Title	Description
NIGP	77059	Roofing, Asbestos-Cement: Corrugated, etc.	
NIGP	77060	Roofing, Baked Enamel Sheet Steel: Corrugated, V-Crimp, etc.	
NIGP	77061	Roofing: Coated, Elastomeric, Sprayed Foam, etc.	
NIGP	77062	Roofing, Composition, Rolls	
NIGP	77064	Roofing, Concrete Tile (See 135-74 for Clay Roofing Tile)	
NIGP	77065	Roofing, Galvanized Sheet Metal: Corrugated, V-Crimp, etc.	
NIGP	77066	Roofing, Malleable Iron	
NIGP	77068	Roofing, Plastic and Fiberglass: Corrugated, etc.	
NIGP	77070	Roofing Repair Kits	
NIGP	77072	Roofing Supplies (Not Otherwise Classified)	
NIGP	77073	Roofing, Tin	
NIGP	77088	Tar, Roofing, Coal Tar Pitch	

Commodity Set	Commodity Code	Title	Description
NIGP	77093	Waterproofing Membrane and Base Sheet	
NIGP	77096	Recycled Roofing Material and Supplies Including Insulation	
NIGP	80547	Flooring, Temporary Portable, Athletic Facility	
NIGP	80573	Stadium Lighting Equipment and Light Poles (See Class 285 for Lamps)	
NIGP	83264	Tape, Roofing: Rubber, etc.	
NIGP	83883	Telecommunication, Internet Protocol, Network Monitoring, Surveillance, Intrusion Detection Systems and Networking Products	
NIGP	84040	Recording Tape, Video; Video Cassettes: Videotape Evaluator/Cleaner	
NIGP	90568	Security Screening Services, Personnel	
NIGP	90678	Security Systems; Intruder and Smoke Detection, Architectural Services	

Commodity Set	Commodity Code	Title	Description
NIGP	90916	Athletic Facility Construction	
NIGP	90917	Athletic Facility Maintenance and Repair	
NIGP	90966	Maintenance and Repair, Educational Building	
NIGP	90984	Thermal and Moisture Protection Services	
NIGP	91025	Flooring Maintenance and Repair, Including Refinishing and Sealing Services	
NIGP	91066	Roofing, Gutters, and Downspouts Maintenance and Repair Services	
NIGP	91067	Security Lock-Bar Installation, Maintenance and Repair Services	
NIGP	91078	Weatherization, Weather and Waterproofing Maintenance and Repair Services	
NIGP	91473	Roofing and Siding	
NIGP	91867	Human Services Consulting, Including Mental Health Consulting	

Commodity Set	Commodity Code	Title	Description
NIGP	91891	Roofing Consulting	
NIGP	91893	Security and Safety Consulting	
NIGP	92037	Networking Services, Including Installation, Security, and Maintenance	
NIGP	92091	Training, Computer Based, Software Supported	
NIGP	92581	Roofing Engineering	
NIGP	92584	Security Systems; Intruder and Smoke Detection Engineering	
NIGP	93153	Lighting Fixtures Maintenance and Repair	
NIGP	93165	Park, Playground, and Swimming Pool Equipment Maintenance and Repair	
NIGP	93670	Roofing Equipment and Machinery Maintenance and Repair	
NIGP	93673	Security and Access Systems Maintenance and Repair	
NIGP	93927	Copy Machine Maintenance and	

Commodity Set	Commodity Code	Title	Description
		Repair	
NIGP	93955	Multi-Function Office Machine Maintenance and Repair	
NIGP	95262	Mental Health Services: Vocational, Residential, Etc.	
NIGP	95882	Records Management Services, Including Document Management Services and Technology Integration	
NIGP	96894	Waterproofing Systems and Repair	
NIGP	98161	Recreational, Park, Picnic and Playground Equipment and Accessories Rental or Lease	
NIGP	98526	Copy Machine, Plain Paper Type, Including Cost-Per-Copy Type Leases, Rental or Lease	
NIGP	98527	Copy Machines, Digital and Analog Types, Rental or Lease	
NIGP	98558	Office Machines, Multi-Function, Rental or Lease	

Commodity Set	Commodity Code	Title	Description
NIGP	98854	Lighting Services for Parks, Athletic Fields, Parking Lots, etc.	
NIGP	98863	Park Area Construction and Renovation	
NIGP	98873	Playground Equipment Maintenance and Repair, Including Installation and Removal	
NIGP	99022	Card Access Security Services	
NIGP	99048	Identity Theft Protection and Data Security Services	
NIGP	99068	Playground Safety Certification Services	
NIGP	99080	Surveillance Services	
NIGP	60098	Copier Purchase $750-$5,000	
NIGP	60099	Copier Purchase >$5,000	
NIGP	91155	C.I.P., Security System	
NIGP	93614	Buildings and Structure Maintenance and Repair (portable, Modular, Fabricated,	

Commodity Set	Commodity Code	Title	Description
		Pre-fabricated, Etc.)	

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested Data:

Please note that text fields have a limit of 2000 characters. We recommend you prepare your responses in advance to ensure they fit within the length restrictions. Learn more about Requested Data at the Bonfire Help Center.

Requested Questionnaires:

The Questionnaire Response Templates can be obtained at https://aepacoop.bonfirehub.com/opportunities/121769.

Please note that Questionnaires may take a significant amount of time to prepare.

2. Upload your submission at:

https://aepacoop.bonfirehub.com/opportunities/121769

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **Sep 17, 2024 1:30 PM EDT.**

The Question period for this opportunity starts Aug 01, 2024 1:00 PM EDT. The Question period for this opportunity ends Aug 30, 2024 6:00 PM EDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Sep 17, 2024 1:30 PM EDT.** We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Association of Educational Purchasing Agencies (AEPA) uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at https://vendorsupport.gobonfire.com/hc/en-us

025 Public File - Solicitation Event Information

Event Name	Location	Description	Dates
Solicitation Release Date	Bonfire	Posting date for the opportunity	Thu Aug 01 2024 1:00 PM EST
AEPA 025 Voluntary Pre-Bid Conference Call - **All IFB Categories** (Athletic Field Lighting, Hardwood & Synthetic Flooring, Copiers, Roofing, Portable & Modular Classrooms, Playgrounds & Equipment)	Zoom	Join Zoom Meeting: https://us02web.zoom.us/j/88621697023?pwd=AGHgswRvMyp8CAwWcckRO6xwhUs7fo.1 Meeting ID: 886 2169 7023 Passcode: TJTB5A • +1 929 436 2866 US (New York) • +1 301 715 8592 US (Washington DC) Meeting ID: 886 2169 7023 Passcode: 831780	Mon Aug 19 2024 12:00 PM EST
AEPA 025 Voluntary Pre-Bid Conference Call - **All RFP Categories** (Cybersecurity & Training, Security Solutions)	Zoom	Join Zoom Meeting: https://us02web.zoom.us/j/81346015848?pwd=mcy1LR3uWAsWj8v86aBaOEDuA9y9XE.1 Meeting ID: 813 4601 5848 Passcode: 274yRg Dial • +1 301 715 8592 US (Washington DC) • +1 305 224 1968 US Meeting ID: 813 4601 5848 Passcode: 738244	Mon Aug 19 2024 2:00 PM EST

Questions Due Date	Bonfire	Deadline to submit questions	Fri Aug 30 2024 6:00 PM EST
Intent to Bid Due Date	Bonfire	Deadline to indicate your intent to bid	Tue Sep 17 2024 1:30 PM EST
Close Date	Bonfire	Deadline for Submittals and Reading via Bonfire	Tue Sep 17 2024 1:30 PM EST
Opening Record	www.aepacoop.org	Opening Record posted on the AEPA website	Thurs Sep 19 2024
AEPA Approval of Offers	AEPA Winter Meeting (Orlando, FL)	Recommendation of awards for AEPA Board Acceptance	December 2-4, 2024
Documentation to AEPA members		Vendor Partners submit required documentation to AEPA Agencies	After December 4, 2024

PART B -
AEPA General Terms and Conditions

Part B – Table of Contents

I. ABOUT AEPA.....1

II. GENERAL TERMS AND CONDITIONS FOR ALL AGENCIES.....2

I. About AEPA

Welcome to The Association of Educational Purchasing Agencies (AEPA) annual solicitation. AEPA is a unique school procurement consortium established in 2000 and incorporated in 2007 under the state laws of Nevada. We are a consortium of non-profit public agencies representing thirty (30) states. We joined to issue simultaneous Invitations for Bids (IFB), or Request for Proposals (RFP), generating sales for vendor partners in all fifty (50) states. AEPA's mission is to cooperatively serve our members through a continuous effort to explore and solve present and future purchasing needs. Our goal is to secure multi-state volume purchasing contracts with benefits for our public members that are measurable, cost-effective, and exceed members' expectations for customer service and value. AEPA is committed to accomplishing this mission lawfully and ethically, using leading-edge technology and contemporary business practices.

The advantage for vendors to work with AEPA is that you respond to one bid or proposal that is legally performed across as many as 30 states, which have the potential to sell nationwide. You are working with up to 30 agencies with a long and trusted history with their public membership. Through our partnerships, AEPA vendors have access to thousands of public agencies across the country. We are a multi-million-dollar procurement group through our current awarded vendors and are growing.

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.

Each Member Agency, along with the awarded Vendor Partner, represents, supports, and promotes the AEPA contracts within their respective state. While the consortium was initially created to support educational entities, the Member Agency for each state determines which public entities (higher educational institutions, cities, counties, townships, states, etc.) can utilize the competitively solicited contracts. Participating entities may include Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies, and Nonprofit Non-Public Corporations, Organizations, other entities contracted to conduct business on behalf of a participating entity provided they are required to follow member state and local procurement regulations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

AEPA has an elected President, Vice President, Secretary, and Treasurer. Operations are overseen by the Executive Director. The AEPA Board representing member states meets twice per year and operates otherwise through a sophisticated committee structure.

AEPA Member Agency Information

State	Member Agency Name	Contact	Email	Students
California	Monterey County Office of Education d/b/a CalSAVE	Ted Witt	tedwitt@epylon.com	6,002,523
Colorado	Colorado BOCES Association			889,000
Connecticut	Capitol Region Education Council (CREC)	Cara Hart	chart@crec.org	538,000
Florida	Panhandle Area Education Consortium	Tori Baxley	tori.baxley@paec.org	2,700,000
Georgia	Cooperative Purchasing Agency	Kevin Benson	kbenson@cpa4schools.com	1,600,000
Indiana	Wilson Education Service Center	James Tyler	jtyler@wesc.k12.in.us	1,010,811
Illinois	Illinois Learning Technology Purchase Program	Hope Hardin-Borbely	hhardinborbely@iltpp.org	1,843,617
Iowa	AEA Purchasing	Joni Puffett	joni@aeapurchasing.org	520,000
Kansas	The Purchasing Cooperative at Greenbush	Tina Smith	tina.smith@greenbush.org	478,749
Kentucky	Green River Regional Educational Cooperative	Scott Howard	scott.howard@grrec.org	675,000
Massachusetts	The Education Cooperative	Tricia McKim	pmckim@tec-coop.org	955,739
Michigan	Oakland Schools	Anna Marie Hollander	AnnaMarie.Hollander@oakland.k12.mi.us	1,550,802
Minnesota	Cooperative Purchasing Connection	Melissa Mattson	mmattson@lcsc.org	842,932
Missouri	EducationPlus	Steve Griggs	sgriggs@edplus.org	897,864
Montana	Montana Cooperative Service	Dave Puyear	dpuyear@mrea-mt.org	144,129
Nebraska	ESU Coordinating Council (ESUCC)	Craig Peterson	craig.peterson@esucc.org	327,055
New Jersey	Educational Services Commission of New Jersey	Anthony LaMarco	alamarco@escnj.us	1,369,000
New Mexico	Cooperative Educational Services	Robin Strauser	robin@ces.org	338,307
North Carolina	CarolinasAlliance 4 Innovation (CA4I) dba Carolina Buy	Fred Payne	Fred.payne@ca4i.org	
North Dakota	North Dakota Educators Service Cooperative	Jane Eastes	jeastes@lcsc.org	113,858
Ohio	Ohio Council of Educational Purchasing Consortia	Tamra Hurst	tamra.hurst@apps.sparcc.org	1,614,633
Oregon	Intermountain ESD	Rob Naughton	rob.naughton@imesd.k12.or.us	570,857
Pennsylvania	Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network	Mark Carollo	mcarollo@csiu.org	1,700,000
South Carolina	Carolinas Alliance 4 Innovation (CA4I) dba Carolina Buy	Fred Payne	fred.payne@ca4i.org	787,000
Texas	Region 16 Education Service Center d/b/a TexBuy	Andrew Pickens	andrew.pickens@esc16.net	5,232,065
Virginia	Fairfax County Public Schools	Michelle Pratt	MRPratt@fcps.edu	1,249,000
Washington	King County Directors' Association	Bart Powelson	bpowelson@kcda.org	1,077,339
West Virginia	Mountain State Educational Services Cooperative	Jan Hanlon	jhanlon@k12.wv.us	299,899
Wisconsin	Cooperative Educational Service Agency (CESA Purchasing) #2	Meghan Cropp	meghan.cropp@cesapurchasing.org	854,000
Wyoming	Northeast Wyoming Board of Cooperative Educational Services (NEW BOCES)	Nita Werner	nwerner@newboces.com	90,334

II. General Terms and Conditions for All Agencies

For the purposes of this Solicitation, the following terms must be defined as indicated below, and constitute the general terms and conditions for all AEPA Member Agencies:

Administrative Fee: The percentage of sales that each Vendor Partner pays the Member Agency for sales in their respective state or states that they extend the AEPA pricing to. Administrative Fees

must be paid to each Member Agency quarterly. Administrative fees are in each Member Agency (state) Terms and Conditions. See the Summary of State General Overview for the administrative fees by Member Agency (state).

Advertising: Vendor Partner must 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 Vendor Partner may advertise to the individual Participating Entities that products/services are available. Vendor Partner must 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 Spring (usually in April or May) and the other in the Winter (currently the week after Thanksgiving). 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 vendor partners register in advance and stay at the AEPA official hotel if rooms are available. All registrations for the meetings are required by the official registration due date as announced by AEPA.

AEPA Member Agency: The full list of AEPA Member Agencies can be found in Part I of this document. Member Agencies participating in a particular category are listed in Part A - Specifications, Item 3: Anticipated Member Agency Participation. "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 a solicitation once the responses are reviewed and approved.

Affirmative Action: An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by AEPA Member Agencies. Vendors must comply with requirements and/or requests for information regarding Affirmative Action by Member Agencies.

Amendment of Solicitation: A solicitation may be amended up to the time of opening.

Applicable Law: The laws of the state of the respective AEPA Member Agency must govern any resulting contract of this solicitation. 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, must fully apply. The Vendor Partner must 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 must be the Vendor Partner'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 reserve the right to approve and award a contract to one Vendor Partner, to make multiple approvals and awards, to reject any or all offers in whole or in part, to waive any minor formalities or irregularities in any offers, and to accept offers, 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, recommended, and approved by AEPA and awarded by the individual AEPA Member Agency. A contract is formed when an AEPA Member Agency administrator and, if required, an AEPA Member Agency Board approves and signs the Acceptance of Solicitation and Contract Award Form (see Part E) document, eliminating the need for a formal signing of a separate contract.

Assignment: No right or interest in this contract must be assigned or transferred by the Vendor Partner without prior written permission by AEPA and its AEPA Member Agencies, and no

delegation of any duty of the Vendor Partner must be made without prior written permission by the AEPA Member Agency. AEPA and its AEPA Member Agencies must not unreasonably withhold approval and must notify the Vendor Partner within fifteen (15) days of receipt of written notice by the Vendor Partner.

Audit Rights: In accordance with applicable law of the State of the AEPA Member Agency, the Vendor Partner'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 C, (see also Procurement Code below). Internal or external Cooperative Purchasing Agreements between the AEPA Member Agency and Participating Entities may exist.

Respondent/Bidder/Vendor Partner Definitions:
Bidder, Respondent, **Offeror,** and **Vendor Partner** are interchangeable and are used to identify the person(s) or firm(s) submitting a response to an Invitation for Bid or Request for Proposal.

1. Prospective Respondent/Bidder/Offeror: has notified AEPA of a desire to bid by registering on the AEPA website. "Bidder" has submitted an offer to AEPA in response to an AEPA solicitation.
2. Recommended Respondent/Bidder/Offeror: has been approved by AEPA for its AEPA Member Agencies for contract consideration.
3. Vendor Partner: has entered into a contract with a participating AEPA Member Agency or subsequently a Participating Entity.

Respondent Acceptance Period: To allow AEPA Member Agencies the opportunity to evaluate the offers, AEPA requires that an offer in response to this solicitation be valid and irrevocable for one hundred twenty-days (120) after opening time and date.

Performance Bonding (required for construction projects): Performance bonds are completed after the contract and at the time a member authorizes a project. The Vendor Partner agrees to provide all performance and payment bonds for individual projects 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 Vendor Partner fails to deliver any required performance or payment bonds, the AEPA Member Agency or Participating Entity must not execute the contract or terminate the contract with the Vendor Partner and the appropriate AEPA Category Committee must be notified of such failure and must take the appropriate action.

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

Buyer: Identifies the AEPA Member Agencies and their Participating Entities that acquire and purchase commodities, supplies, materials, equipment, and services under AEPA Member Agencies' awarded contracts.

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

Certification: By signature in the solicitation section of the Contract Award page, the Respondent certifies: the submission of the offer did not involve collusion or other anti-competitive practices; the Respondent must not discriminate against any employee, or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246); the Respondent 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 offer; and the Respondent 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, must be complied with, and adhered to as required. It is the sole responsibility of the Respondent 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 Respondent for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the solicitation. It is achieved by explanation or substantiation, either in response to an inquiry by the AEPA Member Agency or as initiated by the Respondent. Clarification does not allow the Respondent to revise or modify its solicitation.

Commercially Available Catalog: A published paper catalog or an online website that is widely distributed or accessible to a wide population or set of businesses across the United States. It is made available to the general public, public or nonprofit entities and contains a verifiable price, along with product descriptions, SKU numbers, and photographs. A commercially available catalog is distinct from a custom catalog or website, whose prices and offerings are tailored to niche audiences, or are targeted to a small geographic location. The prices published in a Commercially Available Catalog will be considered a company's base pricing or "commercially available pricing" for the purpose of AEPA bids or proposals. All pricing must be in U.S. Dollars. AEPA will not accept an artificial catalog or price list, or base price created for the purpose of responding to a competitive solicitation.

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. Vendor Partner's contract document must not become part of AEPA Member Agency's contract with Vendor Partner unless and until an authorized representative of an AEPA Member Agency reviews and accepts it.

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 pipelines; transmission line; radio, television or other towers; water, oil or other storage tanks; 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 must 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 must 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 according to each state's procurement code must 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 Vendor Partner agrees that all the prices, terms, warranties, and benefits granted by the Vendor Partner to AEPA Member Agencies or Participating Entities through this contract **will be equal to or better than** those offered to any individual entities or cooperatives that have equal or lesser volume. If the Vendor Partner must, during the term of this Contract, enter into arrangements with any customer or cooperative providing greater benefits or terms that are more favorable, the Vendor Partner must notify the AEPA category committee chairman and offer said prices, terms, warranties, and benefits to all AEPA Member Agencies. The following must be noted:

1. AEPA and its AEPA Member Agencies reserve the right to accept or reject the Respondent's offer if it is determined it does not comply with the above based on their knowledge, investigation, review, and findings of Respondents' submitted prices.
2. In the event the Vendor Partner offers lower prices to another customer or cooperative, AEPA and its AEPA Member Agencies must notify the Vendor Partner 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 the following actions: to request the Vendor Partner to immediately adjust its AEPA's offered prices to match the lower prices offered, to work with the Vendor Partner to mediate and resolve the situation; or to notify the Vendor Partner that it intends to suspend and/or terminate their contract.

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

Credit Hold: The Vendor Partner 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 believe it is better for the Vendor Partner if the AEPA Member Agency places the slow-paying Agency Member on "credit hold;" if a Vendor Partner 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 the specified time identified in Part A Specifications for each solicitation category, unless otherwise stipulated in writing and accepted by all parties (Buyer placing order and Vendor Partner). The Vendor Partner agrees to notify the Buyer if an order cannot be processed within the specified period and/or the agreed-upon timelines.
2. **The title and risk of loss of material or service:** must not pass to the Buyer purchasing the material or services until it receives the material or service at the point of delivery (FOB Destination), 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 the separation of the purchased share has been made, delivered, and received.
5. **Shipping Terms:** (See Part A Specifications for specific instructions on shipping and handling costs for the individual category you are responding to.) Vendor Partner must retain the title and control of all goods until they are delivered and received. All risks of transportation and all related charges must be the responsibility of the Vendor Partner unless other arrangements have been made between the vendor partner and the AEPA Member Agency. Shipping must be FOB destination. The Vendor Partner must file all claims for visible or concealed damage. AEPA Member Agency, or the receiving Buyer, will notify the Vendor Partner and/or Freight Company promptly of any damaged goods and must assist the freight company/Vendor Partner in arranging for inspection. No FOB vessel, car, or other vehicle terms will be accepted.
    a. **Shipping Costs:** Products may be shipped without separate shipping costs. If shipping is allowed as a separate line item per Part A Specifications and charged, the actual cost of delivery may be added to an invoice. No COD orders will be accepted unless specifically requested by the AEPA Member Agency.
    b. **Shipment under Reservation:** Vendor Partner 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:** Vendor Partner agrees that shipping errors will be at the expense of the Vendor Partner. For example, if a Vendor Partnerships a product that was not ordered, it is the responsibility of the Vendor Partner to pay for return mail or shipment.
6. **Stored Materials (vendor managed inventory):** Upon prior written agreement between Vendor Partner 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 the Buyer prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by Vendor Partner against loss and damage. Vendor Partner 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 the property of the Buyer and be separated from other materials. The 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 must be the Vendor Partner's responsibility to protect all materials and equipment. Vendor Partner warrants and guarantees that title for all work, materials, and equipment must pass to Buyer upon final acceptance. Payment for stored materials must 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:** Vendor Partner agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Vendor Partner 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 Vendor Partner (if applicable surety) must be liable for and must 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 must

constitute a breach, and Vendor Partner must not have the right to substitute a conforming tender without the written consent of all parties involved.

11. **Default in One Installment to Constitute Total Breach:** Vendor Partner must 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 Vendor Partner 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 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 Vendor Partner. The Vendor Partner must identify, specify, and justify any exceptions or deviations taken.

Deviations or Exceptions to Requirements: Deviations or exceptions stipulated in a Respondent's proposal may result in the 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 (5) years. If within the past five (5) years, any Respondent has been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Respondent must include a letter with its response that includes 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 solicitation section, the Respondent certifies that no current suspension or debarment exists.

EDGAR (2 CFR 200) Compliance: Respondents are required to complete Education Department General Administrative Regulations (EDGAR) compliance certification. EDGAR regulations govern all federal grants awarded by the U. S. Department of Education on or after December 26, 2014.

Eligible Entities: The individual AEPA Member Agency's state procurement code and statutes provide 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 A: Specifications of this solicitation, AEPA, and AEPA Member Agencies have indicated their anticipated volume for the products and services requested. It is anticipated that a considerable amount of activity will result from this solicitation; however, there is no guarantee of future order quantities since 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 Vendor Partner.

Experience, Proven Track Record and Past Performance Information: it has been determined by AEPA and its AEPA Member Agencies to be a major factor in consideration if a Respondent 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 reserve the right to accept or reject an offer if, in its judgment, the Respondent failed to demonstrate the following: a proven

track record in the products and services offered (qualifications, knowledge, and background); is willing and able to deliver the proposed products and/or services to ninety (90%) percent of those participating AEPA Member Agencies identified in Part A): Specifications (unless otherwise noted in Part A when the specifications indicate regional awards are accepted; and has provided relevant information regarding its actions under previously awarded contracts to schools, local, state, or federal agencies. It includes the Respondent's record of conforming to specifications and standards of good workmanship; the Respondent's record of containing and forecasting costs on any previously performed cost-reimbursable contract schedules, including the administrative aspects of performance; the Respondent's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.

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 establishments 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: Vendor Partner 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. 329 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 Vendor Partner agrees to post wage rates at the worksite and submit a copy of their payroll to the AEPA Member Agency for their files. Also, to comply with the Copeland Act, the Vendor Partner must submit weekly payroll records to the AEPA Member Agency. The Vendor Partner must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to an AEPA Member Agency that exceed $10,000 may be terminated by the federal grantee for noncompliance by the Vendor Partner. In projects that are not federally funded, Vendor Partners must agree to meet any federal, state, or local requirements, as necessary. Also, if compliance with the federal regulations increases the contract costs beyond the agreed-on 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. Vendor Partner must 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 must 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; blizzards; 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 must be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure and must 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 must 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 must notify the other party in writing of such delay within forty-eight (48) hours.

Form of Contract: The form of contract for this solicitation must be the published solicitation, the awarded Vendor Partner's response, and properly issued purchase orders and/or contracts in accordance with this solicitation. If a firm submitting an offer requires AEPA Member Agency and/or Participating Entities to sign an additional contract, a copy of the proposed contract must be included with these.

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 Vendor Partner or any agent or representative of the Vendor Partner, to any employee of the AEPA Member Agency with a view toward securing a contract or with respect to the performance of this contact. However, paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, must 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.

Historically Under-Utilized Business: An "Historically Under-Utilized Business" (HUB) is a category for companies that have traditionally failed to reap the benefit from full and equal procurement opportunities. Typically, these types of companies may include women-owned, disabled veteran-owned, and minority-owned businesses or operations defined as small business, micro businesses, or businesses operating in enterprise zones. For the purpose of the IFB, a Bidder opting to offer a HUB program, may self-define the types of HUB businesses it includes in its network of HUB partners and the role they play; however, the Bidder must ensure that the partner-authorized HUBs provide a "Commercially Useful Function." As it related to HUB businesses, a "Commercially Useful Function" (CUF) is work that is integral to sales, delivery, or supply-chain solution, and not a mere façade for the pass through of goods. Examples of HUB work that qualify as a Commercially Useful Function include instances when HUBs:

- Execute a specific element of the scope of work including supplying of goods and services.
- Provide services work that is normal for the firm's assortment of business services.
- Are fully or partially responsible for paying for wholesale materials, conducting sales, installation of products, delivery of products.
- Do not subcontract a portion of the work greater than expected by industry practices.
- Act as resellers, buying products wholesale from the awarded Vendor/Contractor.

Indemnification: Vendor Partner 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 Vendor Partner, 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 Vendor Partner, and/or its Subcontractors or claims under similar such laws or obligations. Vendor Partner'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. Installation:

Equipment and items of construction must 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 Vendor Partner must 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. 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 A: 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 state's requirements.

1. Certificate of Insurance: The Vendor Partner must 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). All insurance policies are to be executed by an insurance company authorized to do business in those AEPA Member Agencies' states participating in this solicitation.
2. Subcontractor's Insurance: Prior to commencing any work, any Subcontractor must 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 Vendor Partner. All Subcontractors must 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 Vendor Partner, AEPA Member Agency and its Participating Entities.

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

Late Responses: Late responses will not be accepted. All offers must be submitted online via Bonfire eProcurement Solution (https://aepacoop.bonfirehub.com/) by the due date and time of this solicitation.

Leases and Rentals: Vendor Partner may allow AEPA Member Agency or Participating Entity to rent, lease, or lease-purchase. The buyer must receive a copy of the executed leasing documents prior to processing a purchase order. Vendor Partner agrees that leases will comply with the Uniform Commercial Code and the Buyer's individual state laws. All terms of leasing must be included in the offer, with interest rates described as related to a published government standard. Vendor Partner 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 Vendor Partner 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 Vendor Partner.

Legal Remedies: All claims and controversies must 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 Vendor Partner, 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 Respondent's/Vendor Partner'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 Respondent/Vendor Partner to ensure that any Subcontractors performing under this solicitation hold and maintain the appropriate licenses/registrations. The Respondent 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 must 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 Respondent is a bona fide manufacturer's agent for the specific products/services proposed, the Respondent is authorized to submit an offer on such products/services, and a guarantee that, should the Respondent 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 warrantees or provide for their competent assumption by one or more bona fide representatives for the term of the contract/warrantee period. Respondents of software, mechanical devices, electrical products/systems, and other commodities that makeup systems/networks must be able to provide the same information from a manufacturer.

Modification by Buyer: Vendor Partner must 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 Vendor Partner. However, one Buyer's action will not preclude Vendor Partner's obligation to others not having modified their equipment or software.

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

Nonprofit, Non-Public Educational Institutions, and other Nonprofit 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, an 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 Vendor Partner 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 Vendor Partner.

Ordering Procedures: AEPA has established a standard and special ordering process as defined below. Additionally, some AEPA Member Agencies also prefer or utilize electronic ordering as the method for the transactions. For details on the ordering processes utilized for each AEPA Member Agency, please reference the Summary of State General Overview.

1. **Standard Ordering Process:** Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request; the vendor will also send a copy of their quote to the state AEPA Member Agency for all construction-related bids. The buyer will prepare and issue a purchase order to the Vendor Partner based on the product catalog, price list, or Vendor Partner's quote. Vendor Partner will deliver and invoice the Buyer; Buyer will acknowledge delivery and acceptance by issuing the Vendor Partner payment. Vendor Partner, based on the agreed-to process, will report and submit payment for the AEPA Member Agency's administrative fee to the AEPA Member Agency (quarterly). The vendor Partner must provide the transaction and volume reporting in the AEPA report format.
2. **Special Ordering Process:**
    a. Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request;
    b. Buyer will prepare and issue a purchase order to the AEPA Member Agency based on the product catalog, price list or Vendor Partner's quote;
    c. Vendor Partner will deliver the goods and/or service to the Buyer and will invoice the AEPA Member Agency;
    d. AEPA Member will invoice the Buyer and add their administrative fee to the invoice price;
    e. AEPA Member will pay Vendor Partner for the goods and/or service once the Buyer has confirmed acceptance.
    f. The vendor Partner must provide the transaction and volume reporting as stipulated quarterly in the AEPA report format.

3. Electronic Ordering

When a Vendor Partner based online ordering system is available, the following functionality is required:

a. Electronic ordering systems must be secure, and password protected. Entering the system with the designated password must automatically send the user to AEPA contract pricing.
b. When the Buyer requires purchase orders, electronic ordering system must require the entry of a purchase order number, credit card, or purchasing card prior to accepting an order.
c. Electronic ordering systems must automatically assign correct contract prices to applicable orders.
d. Electronic ordering systems should list catalog price and AEPA discounted price.
e. Electronic ordering systems must track orders and purchases covered by the AEPA contract for reporting and audit purposes. The vendor Partner must provide the transaction and volume reporting in the AEPA format.
f. Electronic ordering systems' pricing must include the AEPA Member Agencies administrative fee required by the AEPA Member Agencies.

g. Electronic ordering systems should allow AEPA Member Agencies to print an archived (historical) copy of a Buyer's order.

Order of Precedence: In the event a conflict occurs, unless specifically noted in the Specifications, Scope of Work or General Terms and Conditions, the following order of precedence will prevail:

1. Member Agency specific terms and conditions
2. Specifications and scope of work
3. General terms and conditions
4. Attachments and exhibits
5. 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 Vendor Partner 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.

Participating Entity: Those Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies, and Nonprofit Non-Public Corporations, Organizations, other entities contracted to conduct business on behalf of a participating entity provided they are required to follow member state and local procurement regulations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

Patent and Copyright Indemnification: To the extent permitted by law, Vendor Partner must 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 must reasonably notify Vendor Partner of any claim for which it may be liable under this paragraph.

Piggyback Contracts: In the event a new Member Agency joins AEPA, the Member Agency may elect to award any and all existing contracts if permissible by their State laws.

Prevailing Wage: Where applicable, the Vendor Partner must comply with prevailing wage legislation in effect in the jurisdiction of the awarding AEPA Member Agency.

Pricing: AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid or proposal prices. The Vendor Partner 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 state-specific installation and labor costs, AEPA Member Agency's Administrative Fee, or other approved reasons. The Respondent must provide their pricing as requested utilizing the various pricing methodologies specified. **The Respondent/Vendor Partner must agree that they will not offer or provide a better price to any individual entities or cooperatives with equal or lesser volume than that through AEPA**. Please note the following that relates to pricing:

1. **Primary Pricing Strategies for Bids:** All Respondents will be required to submit "Primary Pricing" in the form of either "Catalog Pricing" or "Line-Item Pricing" or a combination of these two pricing strategies, or Proposal (RFP) pricing as defined in Part A, solicitation specifications. Respondents are also encouraged to offer OPTIONAL pricing strategies including short term pricing discounts/incentives and volume discounts.

a. **Catalog Pricing:** 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 Respondent offers a fixed discount(s) off the retail price, catalog price, published price, or list price. The discounts may be for the entire commercially available catalog, for specific products, product lines, manufacturers, or category of products as determined by the Respondent and in conformity with the scope of the solicitation.

   i. **Discounts:** Discount offers must clearly identify the percent of discount to apply to a commercially available catalog, manufacturer, manufacturer's suggested retail price (MSRP), retail, or nationally published price lists. Respondents must identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers, and/or categories of products. Respondents must agree that there will be no reduction in discount(s) during the term of the contract.

   ii. **New Catalogs/Price Changes**: New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and must be submitted to the AEPA Category Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer's price changes, newly published pricing, or price lists, but the original discount bid must remain firm for the duration of the contract. New catalogs/products must conform to the scope of the solicitation.

   iii. **Core List:** In a Catalog Priced solicitation, a category (i.e., office supplies) may include a "core list" which contains a selection of the most commonly used products/services with the expectation that a deeper discount would be bid for these items. If a new catalog and price list are published during the contract term, the original discounts must be applied to the newly published prices to establish the AEPA price for these core items.

   iv. **Product Addition/Discontinuation**: New products, within the same scope of work, may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. In the event a Core item is discontinued by the manufacturer during the term of the contract, Vendor Partner is required to add a functionally equivalent substitute at the same discount structure.

b. **Line-Item Pricing:** Line-item pricing is utilized when 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 Respondent offers firm pricing for specific line items in response to this bid; a project's cost is derived by the Vendor Partner preparing and providing a quote based on the project's terms, conditions, and requirements based on the line-item pricing provided in the bid. The information provided in this bid for each item includes: Product Category, Product Description, Manufacturer, Manufacturer SKU, Vendor SKU, Unit of Measure, Item List Price, AEPA Bid Price.

   i. **Fixed prices:** Prices bid must be firm until each anniversary date of the contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. Fixed price offers must include prices for any and all items.

   ii. **Routine Price Adjustments (Without Economic Price Adjustment):** Vendors may request adjustments to the prices by submitting a fully documented written request to the AEPA Category Committee Chairperson. The request must specifically detail and document the cause and/or reason for price changes and include any supporting documentation (manufacturer's letter, indexes, etc.). All price changes require approval by the AEPA Category Committee.

   iii. **Unpredictable Economic Price Adjustment:** If economic price adjustment contingencies occur, Vendor Partner may submit a fully documented request (manufacturer's letter, indexes, etc.) for a price adjustment to AEPA Category

Committee for review and approval by the committee. 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 Vendor Partner's control. Pricing will take effect upon approval.

iv. **New Products/Services:** Vendor Partner may submit new products or technologies that are within the original scope of work for the bid, to be added to the contract pending review and approval of the AEPA Category Committee. Requests should be submitted to the AEPA Category Committee for review and written approval.

c. **Automated System for Pricing (ASP)**: The method consisting of an ASP and/or software application (e.g., RSMeans) that is self-contained and consists 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. **RSMeans (Construction Related Bids only)**: It is important for Vendor Partners to breakout all costs (quantity and price) of all items listed under RSMeans or an Alternative Pricing method. This includes all quoted items not on the approved AEPA bid submittal. The following are minimum requirements for using RSMeans for quoting projects to AEPA Member Agencies:

i. The Contractors must use the current year and standard cost data. Only the following cost data titles will be excepted:
   a. Building Construction Cost Data Book
   b. Facilities Construction Cost Data
   c. Facilities Maintenance & Repair Cost Data
   d. Site Work & Landscape Cost Data Book

ii. All work proposed under RSMeans must use RSMeans format, even if subcontractors are used.

iii. An RSMeans spreadsheet must be submitted to substantiate the quote given to the AEPA Member Agency. The spreadsheet columns must reveal the full RSMeans number and a sufficient amount of the description. This also applies to change orders.

iv. Pricing must be done by Location codes. National Average will not be allowed. To choose the "closest" location code, the first three (3) numbers of the zip code will be used to determine the city location index in the AEPA Member Agency State.

v. The AEPA contract holder factor, bonding cost, AEPA discount, and taxes if applicable must be shown as separate line items at the bottom of the RSMeans spreadsheet. This information can be shown on a separate summary sheet. The summary sheet must start with the RSMeans spreadsheet total and show the detail for each of the items stated above. This detail will be provided to that AEPA State Agency and the AEPA Buyer as required.

vi. All change orders which list items covered by RSMeans must be supported by an RSMeans spreadsheet.

e. **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:

i. The Bidder must prepare, issue, and receive three written quotes from available

suppliers and select the supplier that offers the products and services that meet the stipulated requirements and specifications, offers the best value, and the most cost-effective solution.

ii. All quotes must be made available upon request.

iii. 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.

iv. The AEPA price is calculated by taking the product and services to 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.

2. **Secondary Pricing Methods (Catalog based solicitations only, see Part A for category designation):** Respondents are encouraged to offer Customized Price Lists (Catalog solicitations ONLY), as well as short term pricing reductions/incentives and volume discounts as follows:

   a. **Customized Price List:** Respondents are encouraged to offer customized price lists to Participating Entities for items within the Vendor Partner's Commercially Available Catalog for Catalog solicitations ONLY (not pertinent to Line-Item Bids). Customized price lists must be allowed under the following conditions:

      i. Items within the Vendor Partner's Commercially Available Catalog may be included on the customized price list providing they are not already on the Core Item list.

      ii. Items are to be determined by the Participating Entity; Vendor Partner may object to up to ten (10) of the suggested items proposed by the customer and must offer substitutes until an agreement of the customized list is reached.

      iii. Items on the customized price list must be sold with an additional discount (deeper than what was originally bid on the non-core or catalog discount)

      iv. Items may not include special order or customized service products unless agreed to by the Vendor Partner.

   b. **Short Term Pricing Reductions/Incentives and Regional Promotions:** Respondents are invited, at their option, to offer a selection of products/services at greater discounts than those listed in the standard catalog or core list discounts. Special time-limited reductions are permissible under the following conditions:

      i. The price reduction is for a specific period, no less than thirty (30) days.

      ii. The reduction/incentive may be used to discount and liquidate close-out and discounted products/services if those items are clearly labeled as such.

      iii. The original price for products/services is not exceeded after the time limit.

      iv. The AEPA Category Committee and any affected AEPA Member state must be notified of any special or time-limited price reduction.

      v. New prices must be on record fifteen (15) days prior to any offer of the new priced being proposed or offered to AEPA Member Agencies and Participating Entities.

      vi. Pricing for all items must be submitted to all affected AEPA Member Agencies in an electronic format so that specials can be posted to websites, emailed, and shared with Participating Entities/Buyers.

   c. **Volume Price Discounts:** Respondents are encouraged to offer additional pricing discounts that may be offered for a group of agencies in a local geographic area that desire to combine requirements (one-time purchase or annual spend), i.e., local city, county, school district(s), etc. and/or for large one-time purchases. Additional volume price discounts are permissible under the following conditions: Discounts should be tiered and based on spend ranges as established by the Bidder on the Pricing Forms. Volume determination must be determined between the Vendor Partner and the individual Buyers on a case-by-case basis. All additional discounts are to be offered equally to all AEPA Member Agencies and Participating Entities and be based on the Volume Price Discounts originally bid providing the same or similar volume commitment, specific needs, terms and conditions, a similar time frame, seasonal considerations and provided

the same manufacturer support is available to the Vendor Partner.

3. **Proposal Pricing:** For services priced through an AEPA Request for Proposal, vendors may respond with a discount off labor and material costs. Labor must be sufficiently itemized by title and include total rate (salary and fringe). Material costs must be itemized. Any Vendor Partner awarded under a time and materials pricing strategy must provide a "not to exceed" project quote to the purchasing Agency for work approval.

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

Procurement Code: All Respondents/Vendor Partners 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 Respondents able to provide their complete product line(s) of commodities, supplies, equipment, software, and services that meet the scope of work and specifications of this solicitation. Respondents 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:** Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way.
3. **Current Products:** All offers must 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.
5. **Services:** Are defined as the furnishing of labor, time, or effort by a Vendor Partner not involving the delivery of a specific tangible product other than reports and other materials which are merely incidental to the required performance.
6. **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:** Respondents 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: the enhancement is recommended by AEPA and approved by the Member Agency; the option is priced at a discount similar to other options; and the option is an enhancement to the unit.

8. **Descriptive Literature and Brand Names:** All offers are to include 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, Vendor Partner 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 Respondent 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, Respondents are encouraged to offer alternative products that they believe to adhere to and comply materially, functionally, and operationally equal to or better than the brand name product specified. **Any Respondent believing a specification is unnecessarily restrictive, must indicate such in the form of a question during the solicitation process and prior to solicitation 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 Respondent 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 offer.
11. **Quality:** Unless otherwise modified elsewhere in this solicitation, Vendor Partner warrants the commodities, supplies, materials, equipment, and services delivered as stipulated in the Buyer's purchase order/contract, must be: of quality to pass without objection in the industry and professional standards normally associated with them; fit for the intended purpose(s) for which they are used; of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract; adequately offered, presented, delivered, accomplished and complete as the contract may require; and conform to the written promises and/or oral affirmations of fact made by Vendor Partner.

Product Information, Catalogs, and Price Lists: Respondents must include an electronic copy of the latest edition of the commercially available catalog and price lists that the discount will be applied to with the response. Throughout the term of the contract, Vendor Partner(s) must furnish all AEPA Member Agencies and their Participating Entities with copies of approved commercially available catalogs and price lists in the format desired (electronic, paper, online shopping cart, etc.).

Progress Payments: Progress payments are allowed on purchases for goods and services under the following conditions: The Buyer and the Vendor Partner agree to the terms of the progress payments prior to issuing a purchase order; the purchase order describes the amounts to be paid and the date of payment; the Buyer has a satisfactory method of verifying progress described in writing in a letter or on the purchase order; that payments will only be made when actual goods and/or services are verified/received; and 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 Respondent 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 all legal actions will follow AEPA policy and as outlined in Part E, 13. Governing Law; Forum Selection.

1. **Procurement Phases:** AEPA's solicitation process is broken down into three (3) phases. Any Respondent 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 must file their protest with the AEPA representative indicated below.
    a. **Solicitation 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 solicitation due date and time).
    b. **AEPA Recommendation for Approval:** The receiving, opening, recording, evaluating, and recommending of Respondents to be considered for AEPA Member States to approve and/or actions relating to contract renewal and extension. (Date received and opened through the 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 must 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 must be indicated; and
    f. The form of relief requested.
3. **Protest Submittal:** Protester must submit the solicitation protest in accordance with the requirements of the above three (3) procurement functions immediately or within ten (10) days of the date the protester knows or should have known the basis of the protest per the following:
    a. Solicitation Due Date: Knows or should have known the basis of the protest upon the solicitation due date or ten (10) days after the due date, send a protest to Solicitation Committee (bid-committee@aepacoop.org).
    b. AEPA Approval: Knows or should have known the basis of the protest upon notification from AEPA of the solicitation category approval, send a protest to the Category Committee (bid-committee@aepacoop.org).
    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, send a protest to Individual AEPA Member Agency; see AEPA Member Agency information sheet.
4. **Protest Resolution:** Protest must be resolved, in accordance with AEPA's Board Policies and Procedures, and/or the appropriate state statutes where the AEPA Member resides. AEPA intends that all solicitation protest decisions from the point a solicitation has been published through contract approval or rejection will be resolved by AEPA. 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 must be responsible for the reasonable and justifiable costs of the protest. The protest costs must 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, Respondents 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 solicitation. These provisions of law and any clause required by law that is associated with and relates to this solicitation and any resulting contract will be read and enforced as though it were included herein.

Bonfire eProcurement Platform (https://aepacoop.bonfirehub.com/**):** An easy-to-use platform that provides Respondents with the automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit an organization's solicitation response. All changes, updates, uploads, and downloads are time-stamped and logged as part of the solicitation process. Vendors must register to use Bonfire. Registration information is on the AEPA website. There is no cost for vendors to use Bonfire.

Public Record: All offers submitted to this invitation become the property of AEPA and will become a matter of public record, available for review, subsequent to the solicitation due date. The Opening Record will be posted to the AEPA website (www.aepacoop.org).

Questions: Inquiries and questions related to this solicitation must be submitted online in Bonfire and be submitted as follows:

1. From the time the solicitation is published until the deadline for questions for Respondents, questions should be submitted online via Bonfire.
2. Questions regarding this solicitation after Opening, but before the approval of the contract, should be submitted to questions@aepacoop.org.
3. Questions regarding this solicitation after Notification of Approval should be submitted to bid-committee@aepacoop.org.
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.

Reporting: Vendor Partners are required to submit quarterly detailed sales reports to all AEPA Member Agencies. Access to reports will be granted after contract approval. If there are no sales, $0 reports are required.

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 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.

Right to Request Additional Information: AEPA, and its respective representatives, reserves the right to request any additional information during the procurement process that might be deemed necessary to better understand the submitted solicitation response including, but not limited to, clarifying questions. Respondents may be requested to submit such answers in writing but will not be allowed to change or alter their offer.

Safety Measures: Vendor Partners must take all necessary precautions for the safety of employees on the worksite, and must 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 must post danger-warning signs against the hazards created by their operation and work in progress. Proper precautions must 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 must 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 must 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 Vendor Partners and Subcontractors must adhere to the 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, the legislative or judicial branch of the government of this state.

Survival: All applicable software license agreements, warranties, or service agreements that were entered into between Vendor Partner and Buyer under the terms and conditions of the Contract must survive the expiration or termination of the Contract. All purchase orders issued and accepted by Vendor Partner must survive expiration or termination of the Contract.

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

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 and invoices.

Term of Contract and Extensions: The initial term of the contract must be for up to fifteen (15) months and will commence on the date as indicated by each Participating Member Agency on the Acceptance of Solicitation and Contract Award . The contract must continue in accordance with the dates stipulated in the solicitation and Timeline schedule located in Part A and E of this solicitation 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. AEPA may choose to recommend the contract extension. If so recommended, an individual Member Agency may choose, at their sole discretion, to extend the contract. In the event AEPA does not recommend or approve a contract extension, or a contract expires, a Member Agency reserves the right to offer an extension not to exceed six (6) months until a new contract is awarded by that Member Agency.

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 desire to extend its approval of those vendors. If 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 must 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 Vendor Partner, after receipt of a "Notice of Termination," must not accept any new orders after the termination date specified in the notice. Any termination must not affect projects that are in progress at the time the cancellation is received by the AEPA Member Agency. Vendor Partner must 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 Vendor Partner 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 SOLICITATION if the Vendor Partner files for bankruptcy protection or is acquired by an independent third party. Vendor Partner 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 solicitation). Any termination must not affect 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 must 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 must 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 must have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement must 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 Vendor Partner, or if the Vendor Partner 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 must not be liable to the Vendor Partner for any amount for supplies or services not accepted, and the Vendor Partner must 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 must be deemed a termination for convenience. The AEPA Member Agency will issue written notice to the Vendor Partner for acting or failing to act in any of the following:

1. The Vendor Partner provides material that does not meet the specifications of the contract;
2. The Vendor Partner fails to adequately perform the services set forth in the specifications of the contract;
3. The Vendor Partner fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Vendor Partner fails to make progress in the performance of the contract and/or gives the AEPA Member Agency reason to believe that the Vendor Partner will not or cannot perform to the requirements of the contract;
5. The Vendor Partner fails to extend lower pricing that has been offered to another customer or cooperative that have equal or lesser volume.
6. The Vendor Partner fails to observe any of the terms and conditions of the contract;
7. The Vendor Partner 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 solicitation and executed in accordance with the 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 a court order, or because of insufficient appropriations made available to the Buyer's governing board and/or it State Legislature. Such termination will be affected by sending fifteen (15) days written notice to the Vendor Partner. The Buyer's decision as to whether sufficient appropriations and authorizations are available must be accepted by the Vendor Partner and must be final.

Title and Risk of Loss: The title and risk of loss of material or service must not pass to the Buyer purchasing the material or services until it receives the material or service at the point of delivery unless otherwise provided within this document.

Trade-in Equipment: Equipment for trade-in must be dismantled by the Vendor Partner and removed at its expense. The conditions of the trade-in equipment at the time it is turned over to the Vendor Partner must 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 solicitation and the trade-in. Values placed on trade-in products are between the Buyer purchasing the new unit and the Vendor Partner.

Type of Solicitation: Due to the various types, kinds and levels of products and services solicited by AEPA in its solicitations; the various pricing methodologies and/or 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 solicitations, AEPA has established the following types of solicitations.

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 Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Catalog for specific products, product lines, manufacturers, or category of products as determined by the Bidder. See the Pricing section for detailed information on Catalog pricing.
2. Line Item/Construction Bid: A Line-item/Construction bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variable 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 solutions' cost is derived by the Vendor Partner specially prepared and providing a quote based on the project's terms, conditions and requirements. See the Pricing section for detailed information on Line-Item pricing.
3. AEPA also uses Request for Proposal (RFP) for certain service/goods categories in accordance with AEPA bylaws and procedures.

Vendor Partner: Respondent who has been approved and awarded a contract for the delivery of construction, tangible personal property, supplies, or services in response to this solicitation.

Vendor Partner Contact: Vendor Partner 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 Vendor Partners will be performing the sales or support functions for different geographical areas (states), Vendor Partner must include instructions and contact information that can be distributed to AEPA Member Agencies upon approval of this bid.

Warranty: Vendor Partner warrants that all commodities, supplies, materials, equipment, software, and service delivered under this contract must conform to the specifications of this contract. All items should carry a warranty equal to the intended life cycle or a minimum manufacturer's warranty that includes parts and labor unless otherwise specified in the category specifications. The manufacturer has the primary responsibility to honor a manufacturer's warranty; a distributor or dealer agrees to assist the purchaser to 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 Vendor Partner. All extended warranties must be passed on, without exception. If upon discovery, the Vendor Partner charges a Buyer for a replacement part that the Vendor Partner actually received at no cost under a warranty, the Vendor Partner will rebate the amount billed and the Buyer reserves the right to cancel the contract.

Part C – AEPA Member Agency (State) Terms and Conditions
AEPA Solicitation #025

Table of Contents

1. **AEPA Member Agency (State) Terms and Conditions** **1**
2. **Common Terms and Conditions** **1**
3. **State Specific Terms and Conditions** **2**
4. **State Specific Forms** **126**

1. AEPA Member Agency Terms and Conditions

A solicitation 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 AEPA General Terms and Conditions, the Member Agency/State-Specific Terms and Conditions will prevail in that Member Agency/State, unless an overriding specification is noted in Part A of the category solicitation.*

2. Common Terms and Conditions

Active Promotion of Contract: Agencies require that the Vendor Partner 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 Vendor Partners offer the Member Agency contract opportunity to all qualified Participating Entities of the cooperative.

Legal Obligations: All Vendor Partners 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.

Administrative Fees: AEPA Member Agencies charge Vendor Partners an administrative fee (a percentage of sales in their respective state or states that they extend the AEPA pricing to). Administrative Fees are generally paid to each Member Agency quarterly. Additional details of how these fees are charged may be found under each state's Terms and Conditions.

A summary of each State's Administrative Fee requirements are listed here for the convenience of the Bidders.

State	Administrative Fee	Other States Member Sells In
California	2%	AZ, NV
Colorado	2%	
Connecticut	2%	ME, NH, NY, RI, VT
Florida	2%	AL
Georgia	2%	

Illinois	2%	
Indiana	2.25%, see state Ts&Cs	
Iowa	2%	
Kansas	2%	OK
Kentucky	2%	AL, LA, MS, NC, TN
Massachusetts	2%	
Michigan	2%	
Minnesota	2%	SD
Missouri	2%	AR, LA, SD
Montana	2%	ID
Nebraska	2%	
New Jersey	2%	
New Mexico	2%	
North Carolina	2%	
North Dakota	2%	SD
Ohio	2%	
Oregon	2%	
Pennsylvania	2%	DE, HI, MD, NY
South Carolina	2%	NC
Texas	2%	
Virginia	2%	
Washington	2%	AK, ID
West Virginia	2%	
Wisconsin	2%	
Wyoming	2%	SD, UT

AEPA State Members reserve the right to vary the administrative fee as long as it does not exceed 2% of sales volume.

3. State Specific Terms and Conditions

1. California, Monterey County Office of Education ("MCOE") – for the Programs CalSave and CalBuy

1. Governing Law and Venue

The laws of the State of California govern and prevail in the interpretation and administration of the Contract. California-specific Terms and Conditions prevail over any General Terms and Conditions. Every provision of law and clause required to be included in the Contract shall be deemed inserted, and the Contract shall be read and enforced as though 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 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 IFB is issued under the authority of the elected Monterey County Superintendent of Schools administering MCOE located at 901 Blanco Circle, Salinas California, 93912. In this document, MCOE may be referred to as "Agency," being distinct from other public entities, as identified in California Public Contract Code §20118 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 educational agencies or any other type of public agency or public entity..

3. CalSave, Administration, and Agent

Contracts awarded and Awarded Vendors will automatically be part of the CalSave program (or the alternatively named CalBuy program). CalSave is the cooperative purchasing program founded by MCOE and administered by the Epylon Corporation under an agreement with MCOE. MCOE is the lead agency for all contracts, and MCOE is the authority for the solicitation, evaluation, and award of all contracts. Epylon serves as MCOE's agent, but only MCOE has the authority to award contracts. Correspondence and communication related to the Contract award or administration of the program should be directed to Epylon, 630 San Ramon Valley Blvd., Suite 210, Danville, CA 94526.

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 changes, Awarded Vendors will be notified with new instructions.

4. Transaction Fees

As Transaction Fees are the funding source for the operation of the self-supporting CalSave cooperative purchasing program, Awarded 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 and all contracts awarded using this document, the Transaction Fee shall be 2 percent of Net Sales, which means gross sales less returns and canceled orders within thirty 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.. Neither Awarded 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.

The CalSave Administrator, Epylon Corporation, will collect the Transaction Fee on behalf of the CalSave program. The Awarded Vendor shall 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 630 San Ramon Valley Blvd., Suite 210, Danville, CA 94526.

5. Non-Conforming Jurisdictions

The Transaction Fee shall is not authorized to be charged to Awarded 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 for all school districts in all other counties of California. However, any LEA using this Contract where Transaction Fees are not permitted will pay a 2 percent fee for use of the Contract, imposed by MCOE on the authority of Public Contract Code §20118 and §20652, which allow 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 Awarded Vendor shall compile a quarterly report listing each purchase made by an AA under this Contract, and send them by the 15th of April, July, October, and January to Racquel Landolf at rlandolf@epylon.com. These reports shall be in Microsoft Excel format and shall have file names that identify the Awarded 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 or other (LEA)
- Description of Item and Services Purchased
- Manufacturer's SKU Number
- Quantity or Job Order Units
- Contract Unit Price
- Extended Price
- List Price Before AEPA Discount

7. Length of Term

The term of the Contract commences on the date of the award and continues until the end date as stipulated in the General Terms and Conditions unless otherwise terminated, canceled, or extended. California statutory term limits and extensions shall apply. The Contract may be extended month by month for up to six months by written agreement of the parties, if allowed by law.

8. Marketing and Advertising Under This Agreement

Awarded Vendor will actively promote the use of this Contract by LEAs in California. Awarded Vendor must comply with the marketing plan offered as part of its bid submission. Unless other arrangements are made with the CalSave Administrator, Awarded Vendor also agrees to do the following:

- Include the approved CalSave logo and web address in all print, electronic mail, and other advertising and promotion intended for release to California K-12 schools, excluding national marketing releases.
- Provide CalSave with a copy or proof sheet of the advertisement or promotion material. Awarded Vendor will provide CalSave with the date of release and name of publication, journal, etc.
- Place a CalSave Vendor sign on booths, tables, etc. of any or all exhibits for which the Awarded Vendor displays/participates at California tradeshows, conventions, and the like.
- Insert the approved CalSave logo and web address on any Awarded Vendor's website promoting the Contract or a specific CalSave landing page and providing a link to the CalSave website.
- Supply product catalog information, product description, pricing, etc., in a spreadsheet format as specified by CalSave for inclusion on the CalSave website.
- Cooperate in developing appropriate website content to promote its products, services, and their advantages to school districts.
- Requested materials will be submitted to CalSave within thirty days.

9. Conformance to Public Contract Code §20111

An award by MCOE 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 or other California code sections as may be allowed by law. 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.

10. 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 school districts, community college districts, special districts, and JPAs, pursuant to Public Contract Code §20118 and §20652. Per these statutes, MCOE 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 should make payment directly to the Awarded Vendors. Any legislative changes to Public Contract Codes §20118 and §20652 during the term of the Contract(s) with Awarded Vendor(s) shall apply to the Contract(s) immediately when such changes become law.

11. Piggyback and Standard School Supply & Equipment Authority

MCOE 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 support the CalSave program 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.

12. Intended for Personal Property

An award by the MCOE 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 be required to conduct a separate bid for labor and services but may use this Contract 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.

13. Public Works Limitations

When Public Works services cost $15,000 or more, an LEA, under most situations, must bid 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 Code §17406 or Government Code §1466. LEAs may consult with their own legal counsel to see if such statutes apply to their Public Works projects.

14. Job Order and Unit Price Contracting

Notwithstanding, Sections I.9 through I.13, the Awarded Vendors and any authorized resellers or subcontractors, may extend bid pricing from AEPA IFB 025 to other agencies in California, including school districts, community colleges, state colleges, cities, and counties to the extent allowed by law under job-order-contracting statutes, including but not limited to Public Contracts Codes §20919.20 through §20919.33, §20665.20 through §20665.35 and §10710. Agency allows any school district, community college, college, or public agency to use this Contract and its competitively bid unit pricing as an alternative to other contracting procedures that the school district or agency is otherwise authorized or required by law to use. In using this Contract and pursuing a job-order-contracting project, a participating agency is obliged to conform to contracting steps spelled out in their respective code sections, college trustee policies, or local board policies.

15. Start Date

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

16. Prices and Requests for Quotes

The Awarded 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 Awarded 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.)

17. 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 Awarded Vendor by way of a purchase order or separate contracting document ("Separate Contract"). Purchase orders will be issued by participating LEAs to Awarded Vendor.

LEAs will fax or mail purchase orders directly to the CalSave office fax at (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 Awarded Vendor on the same day received unless unusual circumstances occur. It is the responsibility of the Awarded Vendor to track any purchase order received directly from an LEA and to include that order on quarterly reports. Awarded 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.

18. Other Agencies' Right to Purchase

CalSave is a self-supporting contracting program led by MCOE. Contracts are made available to all California public school districts,

private and nonpublic schools registered with a county office of education or state Department of Education, charter schools, community college districts, eligible state agencies, special districts, Joint Powers Authorities, counties, municipalities, and non-profits (particularly those such as PTAs buying on behalf of schools or government), and any Other Agency allowed by Public Contracts Code §20118. all referred to as LEAs.

Subject to the following Terms and Conditions, 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 §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 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, any Other Agency electing to use this Contract will enter into a Separate Contract or purchase order ("Separate Contract") with the Awarded 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 Vendor comply with the provisions set forth in the paragraph regarding payment of the 2 percent Transaction Fee (or the non-conforming jurisdiction fee) to be collected by Epylon. 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 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 connection with any Separate Contract or any other use of this Contract by an "Other Agency" is grounds for cancelation of the Contract. The Awarded Vendor also understands and agrees that if the Contract is canceled for this or any other reason, MCOE may give notice of such cancelation by any other means appropriate to inform LEAs of that cancelation.

d) 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 Awarded Vendor.

e) Sales tax and freight/shipping charges included in the Contract apply to 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 the Contract. An LEA may, however, exercise its authority under Education Code §17597 or 81645 or other legal authority to sell and lease back any item owned, or to be owned, by it pursuant to any Separate Contract. The Awarded Vendor agrees to take any and all actions requested by any LEA that are necessary to affect 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 Awarded 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, Awarded Vendor and any LEA considering such use consult with their own legal counsels before doing so.

h) Both the Awarded Vendor and any LEA using this Contract agree to defend, indemnify and hold 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 contractor 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 letter of concern outlining the violations and the length of time to correct the problem(s).
- Step 2 - Issue a letter of intent to cancel the Contract, if the problem(s) is not resolved by a given date.
- Step 3 - Issue a letter to cancel the Contract.
- Upon receipt of the written letter 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 cancelation.

19. Conversion to a California Multiple Awards Schedule (CMAS) Contract

Because of its multiple-award provisions, this Contract may qualify for adoption as a California Multiple-Award Schedule contract. If the Awarded Vendor uses this Contract for the purpose of obtaining a separate CMAS contract from the State of California, the Vendor is responsible for paying and agrees to pay both the CMAS fee and the 2 percent Transaction Fee described in Section I.4 for all orders submitted under the authority of the CMAS program based on this contract. If an Authorized Reseller uses this Contract to apply for a CMAS contract, the Authorized Reseller must enter into a written agreement with Awarded Vendor and MCOE agreeing to be responsible

for paying the CMAS Fee and the 2 percent Transaction Fee, unless in that same written agreement Awarded Vendor agrees to pay such fees. In exchange for this fee, the Vendor (or if applicable, the Designated Reseller) is given a license to use and duplicate MCOE/AEPA Terms and Conditions for the purpose of applying for a CMAS contract. Also, CalSave or CalBuy will post pricing allowing prospective buyers to check for pricing that is compliant with the MCOE Contract and CMAS requirements. Vendor (or Authorized Reseller) must comply with MCOE's quarterly reporting requirements. Any report to the Department of General Services for CMAS-authorized purchases must simultaneously be reported to CalSave.

20. Other Agencies, Constitutionally Independent Agencies, & Out-of-State Agencies

Other agencies and out-of-state agencies and LEAs may use the Contract as allowed by California Government Code §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."

2. Colorado, Colorado BOCES Association (CBA)

A. Additional Agency Terms and Conditions

Advertising: CBA will require a marketing flyer, in electronic format, and timely updates from each vendor promoting the contract and AEPA/CBA relationship. CBA will assist in the development of the marketing flyer and other appropriate materials which will include logos representing the vendor/AEPA/CBA. This flyer will be for distribution and dissemination to all qualified customers through the CBA website and other appropriate and available methods.

Sales to Qualified Customers: Boards of Cooperative Educational Services (BOCES) in Colorado are legislatively created cooperative organizations directed by Colorado state statute 22-105 to serve all qualified agencies in a cooperative manner. BOCES are governed by publicly elected officials and by state and federal laws. No agency is obligated to use these services and contracts, but they find the benefits of low price and the satisfied bidding process most advantageous. Qualified agencies in Colorado include all public or private educational institutions, K-12 and higher education, all non-profit organizations, and all county or local governmental agencies. CBA requires that all participating vendors offer the Agency contract opportunities to all qualified customers.

B. ***Procedure for Processing Orders:*** Once the award is made to the vendor.

- CBA will inform its members of the contract by:
  - ***i.*** Including the contract in the agency database that is available on the CBA website
  - ***ii.*** Announcing the award through normal communication channels, CBA member presentations as well as regular electronic and direct mail communications.
  - ***iii.*** Offering the opportunity to the vendor to publish their marketing information on the CBA website link to cooperative purchasing opportunities.
- A listing of CBA members, institutional names, contact names, addresses and phone numbers is available to the vendors through the CBA website. At this point the vendor must contact the members and qualified customers; and the customers have the right to contact the vendors directly. Note: CBA requires the awarded vendors to take ownership and actively promote the contract in cooperation with CBA to all members and qualified customers.
- When the customer identifies a desired product or service as available through the AEPA/CBA contract and agrees on price as presented to the customer by the awarded AEPA/CBA vendor, the customer then issues to the vendor a purchase order for that item or service.
- The awarded price must include an additional two percent (2%) administrative fee in the total cost (not as a separate line item), based on the total cost of goods and services including installation. This fee is to be forwarded by the vendor to CBA after the sale and payment is made to the vendor. Payment shall be made to CBA on a quarterly basis along with the complete sale report as specified in the general terms and conditions.
- The sale and transaction may continue without delay or anticipation of the CBA denial of said transaction.
- The administrative fee percentage (2%) is based on the total sale of goods and services including installation and must be included in the original cost quoted to the customer. In the event of a lease, the total administrative fee for the value of goods and services shall be paid to CBA by the vendor at the front end of the lease.
- Vendor makes all deliveries and installation of products and services. CBA does not warehouse items nor provide services.

3. Connecticut, Capitol Region Education Council (CREC)

A. ADDITIONAL MEMBER AGENCY GENERAL TERMS AND CONDITIONS

Affirmative Action - The Contractor must have an employment policy that there shall be no discrimination against anyone on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, intellectual or physical disability or sexual orientation in the hiring, upgrading, demotions, recruitment, termination and selections for training, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to be an "affirmative action-equal opportunity employer."

An Act Concerning Student Data Privacy

Contractor shall comply in all material respects with the provisions of Public Act 16-189, as amended (the "Act"), applicable to it. In connection therewith, the Contractor shall not use any so-called "student information" as defined in the Act and provided to it by or on behalf of CREC ("Student Information") for any purpose other than in connection with the performance of its obligations under this Agreement. The Contractor shall take commercially reasonable actions designed to ensure the security and confidentiality of all Student Information in its possession. The Contractor shall provide written notice to CREC within fourteen (14) days of Contractor's becoming aware of any unauthorized release, disclosure, or acquisition of Student Information in the possession of the Contractor. The Contractor and CREC shall each comply in all material respects with the requirements of the federal Family Educational Rights and Privacy Act of 1974, as amended ("FERPA").

Conflict of Interest

The Contractor shall disclose any relationship with a CREC employee that would not be considered an "arms-length" or independent transaction, as described below. This disclosure must be made in writing to CREC for an evaluation. CREC will respond to this disclosure in writing.

A CREC employee (including independent contractors for purposes of this definition) placing an order or recommending a vendor must disclose any relationship with that vendor which would not be considered an "arms-length" or independent transaction. This disclosure must be made in writing to CREC for an evaluation. CREC will respond to this disclosure in writing.

For a transaction to be considered "arms-length" or "independent", a CREC employee should not be influenced, dependent upon, guided or controlled by a vendor into choosing that vendor, or item to purchase; nor should it appear to a third party that a CREC employee made a purchasing decision which appears to be based upon a personal relationship between the CREC employee and vendor.

The following are examples when a transaction is NOT considered arms-length or independent: (1) when there exists a personal relationship between a CREC employee and a vendor, (2) when there exists the potential for a personal benefit to a CREC employee, or (3) the parties to a business deal are dependent upon one another for "something" other than the purchase itself.

In addition, the Contractor shall, if given a copy of the potential Participant's conflict of interest policy, follow the process in that policy, or otherwise disclose to a potential Participant any relationship that would not be considered an "arms-length" or independent transaction with that Participant, as described above. This disclosure must be made in writing to the chief official (for example, the Superintendent at a board of education) at the potential Participant.

Determination of the existence of a conflict of interest does not prohibit CREC and/or a Participant from entering into the contract and purchase order, respectively.

Financing Arrangements - ***Any financing arrangements (including lease purchasing arrangements) will be made directly between the Contractor and a Participant. Financing arrangements may be subject to additional laws, rules and regulations, terms and conditions not described in this document and are subject to separate negotiation with each Participant that is interested in such an arrangement. Each Participant should seek its own legal advice prior to entering into a financing arrangement. CREC must receive a report annually summarizing the executed lease purchases along with the summary of the customer purchases. CREC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Contractor and the Participant only.***

Freedom of Information Act - The Contractor acknowledges that CREC and some Participants are subject to the Freedom of Information Act, Connecticut General Statutes Sections 1-200 et seq., and submitted to CREC and/or such Participants may be made available to the public under the provisions of the Freedom of Information Act.

Independent Contractor - The Contractor shall not be held or deemed in any way to be the agent or employee of CREC and/or a Participant. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

Modification to Bid Language in the AEPA Invitation for Bid - The Bidder by submitting its bid hereby declares that this Bid is made without any connection with any other person or persons making any proposal for the same items, that it is in all respects

fair and without collusion or fraud and that no person acting for or employed by CREC or a Participant is directly or indirectly interested in the proposal or in the goods or services to which it relates, or in any portion of the profits therefrom.

A. ADDITIONAL MEMBER AGENCY TERMS AND CONDITIONS FOR NON-CONSTRUCTION PRODUCTS AND SERVICES

None

B. ADDITIONAL MEMBER AGENCY TERMS AND CONDITIONS FOR CONSTRUCTION PRODUCTS AND SERVICES

CT Commission on Human Rights and Opportunities

Municipal Public Works contracts funded in whole or in part by the State of Connecticut are subject to contract compliance requirements and set-aside goals as follows:

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

C. AGENCIES ALLOWED TO PURCHASE UNDER THE MEMBER AGENCY

There are 169 school districts in Connecticut and all are eligible for membership. No district is obligated to use these services. Additional members may include other public educational institutions, independent schools, colleges or universities, libraries, municipal governments, and other governmental, quasi-governmental, or non-profit organizations.

Work in Other States

CREC is making the CT AEPA contract available for vendors to use in all New England states – CT, ME, NH, RI, VT – and New York, and any other state without AEPA member representation. Our contract is also available in MA for vendors who TEC has not signed a contract with.

Sales made in any of these states using the AEPA contract are to be reported to CREC, with the 2.0% administrative fee made payable to CREC. The Contractor must advise CREC its intent to use the contract in any of these states.

All Terms and Conditions for Connecticut apply to work in these states. It is the Contractor's obligation to ensure that the purchaser fully understands the AEPA contract, including whether it is allowable under applicable state regulations.

4. Florida, Panhandle Area Education Consortium/Florida Buy Purchasing Program

A. Additional Agency Terms and Conditions

Vendor Contact: Vendor will designate to the Panhandle Area Educational Consortium Florida Buy, one individual who will represent them during the agreement period. This contact person will correspond with each ordering member for technical assistance, problems, or questions that may arise, including instructions if different contacts for different geographical areas are needed. This information will be distributed to all school districts upon award of this bid. Vendors may use this contract to sell products or services in addition to school districts to any government agency, non-profit organizations or institutions.

Vendor agrees to abide by all federal, state and local laws and regulations. It is the responsibility of the Vendor to determine applicability and requirements of any such laws and to abide by them.

All terms and conditions may be modified and revised by PAEC Florida Buy with the written consent of both PAEC Florida Buy and the Awardee.

PAEC Florida Buy, at its discretion, may offer the use of the awarded agreement to governmental entities such as state agency purchasing programs, to extend the use of the contract to eligible users. This option will be referred to as an Interlocal Agreement. Under such conditions, the participating agency may, with written consent from the Awardee, modify and revise the terms and conditions of the master agreement.

Other state and public agency purchasing program agreements may require additional administrative fees, associated with sales, to be paid by the Awardee for the management of the contract. The Awardee will be notified in writing and will have the option of accepting or rejecting the Interlocal Agreement program fees.

No right or interest in the Contract shall be assigned or transferred by the Contractor without the prior written consent of the PAEC Florida Buy program. No delegation of any duty of the Contractor shall be assigned without prior written permission of PAEC Florida Buy. If the original Vendor/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. PAEC Florida Buy reserves the right to reject the acquiring person or entity as a Vendor/Contractor. A change of name agreement will not change the contractual obligations of the Vendor/Contractor.

The Awardee, may, upon entering into negotiations with qualified buyers, amend their prices to offer volume discounts below the lowest unit rates established in the pricing portion of this agreement.

The Awardee(s) agrees to sign contact acknowledgement form with the Florida Buy State Cooperative Purchasing and pay an administrative fee for sales and services generated from this contract. This fee is not to be added to the invoice of any entity choosing to use this agreement and will be equal to 2% of the invoice and be paid to Florida Buy State Cooperative Purchasing on a quarterly basis. The Awardee will be provided a template for reporting sales, and it will include the entity using the contract, the date of service, and the savings to the school district and other eligible users. Florida Buy State Cooperative Purchasing extends the authority for the Awardee to use the contract for eligible entities outside of Florida provided 2% administrative fee is paid.

B. Procedures For Processing Orders

Once the award is made to the Vendor, PAEC Florida Buy will inform all school districts of the contract by:

1. Including the award information on the PAEC Web site at www.floridabuy.org
2. Announcing the award in its PAEC Florida Buy website
3. Announcing the award via electronic mail to all members

Any members, contact names, addresses and phone numbers will be available at the PAEC Web site www.floridabuy.org. At this point, the Vendor may contact the members and the members may contact the Vendor. The member will identify a desired product or service available through the AEPA contract and agrees on the price and conditions as presented to the member by the awarded AEPA Vendor. A final copy of the customer purchase order or sales summary must be sent to PAEC Florida Buy by the Vendor after completion of the service or installation. The Vendor has (30) thirty days to forward this purchase order. This will insure compliance of the contract.

Vendor makes all deliveries and installations of products and services. PAEC Florida Buy does not warehouse items. All participating Vendors agree to and are subject to audit proceedings of the AEPA sales to members.

The Vendor will produce and provide to PAEC Florida Buy quarterly reports ending March 31, June 30, September 30 and December 31 throughout the contract period. The reports shall identify the Vendor and the quarter being reported, shall include a minimum of the fields listed below:

1. Date of Order
2. School district
3. List or academic price sales totals
4. PAEC Florida Buy price sales totals
5. Member savings total

Quarterly reports and administrative fee payments to PAEC Florida Buy are due the 15th of the succeeding month, and all checks are to be made payable to the Panhandle Area Educational Consortium and sent to: PAEC, 753 West Blvd, Chipley, Florida 32428 and Attention: Florida Buy. PAEC may designate another agent for collecting and administrative fee that will be negotiated with Vendor for e-commerce transactions.

C. Agency Members Purchasing Under The Member Agency

The Panhandle Area Educational Consortium is a fourteen-member consortium that includes a voluntary purchasing program developed for schools in Florida. All other school districts in Florida are participating members in the programs of the Panhandle Area Educational Consortium (PAEC), including participation in the statewide cooperative purchasing program. Agencies that use this contract will be in compliance with FS1001.42. PAEC was established to provide easily accessible information for our member and participating public school districts and the communities we serve. Since the creation of PAEC in 1967, our school districts have benefitted from shared services made available through leading edge technology. While school districts access our teaching and learning, training and technology, and business operations services in varying degrees of need, all come for the mutually beneficial purpose of reaching their goals together.

5. Georgia, Cooperative Purchasing Agency (CPA)

1. **General Overview**
   a. Cooperative Purchasing Agency is the AEPA representative for the state of Georgia. In Georgia we advertise our bids on the state procurement registry website: https://ssl.doas.state.ga.us/gpr/index (this is the new link to the registry website).
   b. In 1971 several small school systems in North Georgia decided to work together & form **Cooperative Purchasing Agency (CPA)**, a non-profit organization built by & for the school systems to combine their purchasing power. As a division of North Georgia, Northeast Georgia, & Pioneer RESA; Pioneer RESA serves as our fiscal agent and as such we currently show up on the Georgia Procurement Registry as Pioneer RESA. CPA serves as a purchasing agent for classroom & office supplies for its 35-member school systems plus neighboring ones who choose to take advantage of cooperative buying. CPA also serves as a recipient agency for USDA commodities that member systems receive through the USDA school lunch program. In addition to items included in our catalog & website, CPA has access to brands, custom items, & entire product categories that meet systems' office & classroom needs – including furniture options (indoor & outdoor), playground equipment, shelving installations, print supplies, & more.
   c. The vendor's price shall include a two percent (2%) administrative/marketing fee on all sales of products and or services that the vendor will collect from the member or other qualifying purchaser. This fee will be remitted to the Cooperative Purchasing Agency on a quarterly basis.
2. **Additional Participating Agency Terms and Conditions for Construction Related Products and Services**
   a. Georgia requires all local school boards to post any bids requiring capital improvements / public works construction over $100,000.00 to be posted on the Georgia procurement website, regardless of who they are purchasing through.
   b. Pursuant to O.C.G.A. § 50-5-85, the state shall not enter into a contract related to construction or the provision of services, supplies, or information technology with a total value of $100,000 or greater with a company that employs more than five persons, unless the contract includes a written certification that such company is not currently engaged in, and agrees for the duration of the contract, not to engage in a boycott of Israel.
3. **Local Government Provisions - Provisions Applicable to Counties, Municipal Corporations, And Other Governmental Entities**

   § 36-91-20. Written contract required; advertising; competitive sealed bidding; timing of addendums; prequalification
   a. All public works construction contracts subject to this chapter entered into by a governmental entity with private persons or entities shall be in writing and on file and available for public inspection at a place designated by such governmental entity. Municipalities and consolidated governments shall execute and enter into contracts in the manner provided in applicable local legislation or by ordinance.
   b. Prior to entering into a public works construction contract other than those exempted by Code Section 36-91-22, a governmental entity shall publicly advertise the contract opportunity. Such notice shall be posted conspicuously in the governing authority's office and shall be advertised in the legal organ of the county or by electronic means on an Internet website of the governmental entity or an Internet website identified by the governmental entity which may include the Georgia Procurement Registry as provided by Code Section 50-5-69.
      i. Contract opportunities that are advertised in the legal organ shall be advertised a minimum of two times, with the first advertisement occurring at least four weeks prior to the opening of the sealed bids or proposals. The second advertisement shall follow no earlier than two weeks from the first advertisement.
      ii. Contract opportunities that are advertised solely on the Internet shall be posted continuously for at least four weeks prior to the opening of sealed bids or proposals. Inadvertent or unintentional loss of Internet service during the advertisement period shall not require the contract award or bid or proposal opening to be delayed.
      iii. Contract opportunities that will be awarded by competitive sealed bids shall have plans and specifications available on the first day of the advertisement and shall be open to inspection by the public. The plans and specifications shall indicate if the project will be awarded by base bid or base bid plus selected alternates and:
         1. A statement listing whether all anticipated federal, state, or local permits required for the project have been obtained or an indication of the status of the application for each such permit including when it is expected to be obtained; and
         2. A statement listing whether all anticipated rights of way and easements required for the project have been obtained or an indication of the status as to when each such rights of way or easements are expected to be obtained.
      iv. Contract opportunities that will be awarded by competitive sealed proposals shall be publicly advertised with a request for proposals which request shall include conceptual program information in the request for proposals describing the requested services in a level of detail appropriate to the project delivery method selected for the project.
      v. The advertisement shall include such details and specifications as will enable the public to know the extent and character of the work to be done.
      vi. All required notices of advertisement shall also advise of any mandatory prequalification requirements or pre-bid conferences as well as any federal requirements pursuant to subsection (d) of Code Section 36-91-22.

Any advertisement which provides notice of a mandatory prebid conference or prequalification shall provide reasonable advance notice of said conference or for the submittal of such prequalification information.

c. Governmental entities are authorized to utilize any construction delivery method, provided that all public works construction contracts subject to the requirements of this chapter that:
    i. Place the bidder or offeror at risk for construction; and
    ii. Require labor or building materials in the execution of the contract shall be awarded on the basis of competitive sealed bidding or competitive sealed proposals. Governmental entities shall have the authority to reject all bids or proposals or any bid or proposal that is nonresponsive or not responsible and to waive technicalities and informalities.
d. No governmental entity shall issue or cause to be issued any addenda modifying plans and specifications within a period of 72 hours prior to the advertised time for the opening bids or proposals, excluding Saturdays, Sundays, and legal holidays. However, if the necessity arises to issue an addendum modifying plans and specifications within the 72-hour period prior to the advertised time for the opening of bids or proposals, excluding Saturdays, Sundays, and legal holidays, then the opening of bids or proposals shall be extended at least 72 hours, excluding Saturdays, Sundays, and legal holidays, from the date of the original bid or proposal opening without need to readvertise as required by subsection (b) of this Code section.
e. Bid and contract documents may contain provisions authorizing the issuance of change orders, without the necessity of additional requests for bids or proposals, within the scope of the project when appropriate or necessary in the performance of the contract. Change orders may not be used to evade the purposes of this article.
f. Any governmental entity may, in its discretion, adopt a process for mandatory prequalification of prospective bidders or offerors; provided, however, that:
    i. Criteria for prequalification must be reasonably related to the project or the quality of work;
    ii. Criteria for prequalification must be available to any prospective bidder or offeror requesting such information for each project that requires prequalification;
    iii. Any prequalification process must include a method of notifying prospective bidders or offerors of the criteria for or limitations to prequalification; and
    iv. Any prequalification process must include a procedure for a disqualified bidder to respond to his or her disqualification to a representative of the governmental entity; provided, however, that such procedure shall not be construed to require the governmental entity to provide a formal appeals procedure. A prequalified bidder or offeror cannot be later disqualified without cause. History Code 1981, § 36-91-20, enacted by Ga. L. 2000, p. 498, § 1; Ga. L. 2001, p. 820, § 12; Ga. L. 2007, p. 640, §

4. All contracts must follow current State of Georgia Contracting provisions as per O.C.G.A § 50-5-50

6. Illinois

The following State Specific Terms and Conditions shall apply to all contracts involving public schools and/or other educational entities operating in Illinois, (hereinafter "Illinois Customers") and shall prevail over any General Terms and Conditions if/when they differ.

Illinois Law to Govern.

The Agreement, as modified by these Illinois Terms & Conditions, is (and shall be) governed by, construed under, subject to compliance with, and interpreted in accordance with, the laws and regulations of the State of Illinois, expressly including, (but not limited to): the Illinois School Code, 105 ILCS 5/1-1 *et seq*.; its procurement and bidding standards and prerequisites delineated at 105 ILCS 5/10-20.21; the Illinois Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*; the Illinois Criminal Code, 720 ILCS 5/1-1 *et seq.*; its prohibitions against interference with public contracting delineated at 720 ILCS 5/33E-1, *et seq.*; the Illinois State Officials and Employees Ethics Act, 5 ILCS 430/1 *et seq.*; the Illinois Public Officer Prohibited Activities Act, 50 ILCS 105/1 *et seq.*; the Illinois Drug-Free Workplace Act, 30 ILCS 580/1 *et seq.,;* the Illinois Business Enterprises for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/2-105 *et seq.;* and policies of the Illinois Customer relating to the subject matter of the Agreement with Contractor.

When Contractor and/or its agents will be on an Illinois Customer's premises (whether for delivery, installation, the provision of contractual services, or otherwise), Contractor shall also comply in all respects with: all background check requirements set forth at 105 ILCS 5/10-21.9; the Illinois Smoke Free Illinois Act, 410 ILCS 82/1 *et seq.,* and the Illinois Firearm Concealed Carry Act, 430 ILCS 66/1 *et seq.*

Any contractual payment requested of an Illinois Customer shall be invoiced, processed, and remitted to a Contractor in accordance with the requirements and provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq*.

This Agreement shall be construed and incorporated in accordance with the laws of the State of Illinois, regardless of any choice of law provision that might otherwise authorize construction of its terms in accordance with the law(s) of another state, states, or federal law.

By entering into this Agreement with an Illinois Customer, the Contractor's signature on the executed contract shall serve as Contractor's certification of Contractor's compliance with the foregoing laws and all requirements thereunder.

The vendor's price shall include a two percent (2%) administrative/marketing fee on all sales of products and or services that the vendor will collect from the member or other qualifying purchaser. This fee will be remitted to the Illinois Learning Technology Purchase Program on a quarterly basis.

Entire Agreement and Construction

The Agreement, as modified by these Illinois Terms & Conditions, represents the entire agreement between Contractor and the Illinois Customer, and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by the Illinois Customer and Contractor. In the event of a conflict between the Agreement, as modified by these Illinois Terms & Conditions, and a proposal from Contractor, the terms of this modified Agreement will take precedence.

Each party has reviewed and approved the Agreement, and no rule of construction that resolves ambiguities against the drafting party will be employed in the interpretation of this Agreement.

Dispute Resolution.

Any dispute arising in any manner hereunder shall be subject to resolution by litigation, unless all involved parties consent to an alternative means of dispute resolution. Venue for any legal action brought hereunder shall be the Illinois state circuit court of the county in which the Illinois Customer's administrative office is located or (if different and only if the Illinois Customer so elects) the Illinois state circuit court of the county where the Project is performed. Any provision of the General Terms purporting to change, limit, restrict, or shorten any Illinois period of repose and/or the duration of any applicable Illinois stature of limitation shall be of no force or effect against an Illinois Customer, it being understood by the parties that the Illinois periods of repose and statutes of limitation applicable to the subject matter hereof shall govern actions relating to this Agreement. No provision from the General Conditions shall limit, restrict, or shorten the duration of any period of repose or statute of limitation applicable under Illinois law.

Termination of the Agreement.

The Illinois Customer may terminate this Agreement at any time, in whole or in part, with or without cause, upon providing written notice to Contractor. If this Agreement is terminated by the Illinois Contractor for cause, the Contractor shall be liable to

the Owner for any increase in cost incurred by the Owner in replacing the goods under contract and/or completing the contractual work, and for any additional or other damages the Illinois Customer suffers. In the event this Agreement is terminated by the Illinois Customer solely for the Illinois Customer's convenience, Contractor shall be compensated for items properly provided and/or work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of the Illinois Customer. The Illinois Customer shall have no liability to Contractor beyond the date of termination. In no event shall Contractor be compensated for anticipated profit or lost opportunity.

Insurance and Indemnification Provisions.

Contractor hereby agrees to indemnify and hold the Illinois Customer, its board members, officers, agents, employees, administrators, attorneys, and any other parties designated by the Illinois Customer (hereinafter collectively called the Indemnitees) harmless from all losses, claims, liabilities, injuries, damages and expenses, including (but not limited to) all attorneys fees and defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the performance, acts, omissions, negligence, willful and/or wanton behavior, and/or breaches by Contractor of its duties and obligations under or pursuant to this Agreement. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers or workmens compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall procure, at no expense to the Illinois Customer, the insurance coverages set forth in the General Conditions. In each such instance, Contractor shall, by endorsement, name the Illinois Customer as an additional insured and shall provide copies of said policies and endorsements to the Illinois Customer prior to commencement under this Agreement.

Funding Contingencies for Multi-Year Projects.

All contracts with Illinois Customers that call for performance, or otherwise extend, beyond the Illinois Customers' current fiscal year, are, and shall be, expressly contingent upon annual appropriations. In the event an Illinois Customer's entry into an Agreement with Contractor constitutes a lease purchase (whether for financing purposes or otherwise), that Agreement shall be subject to the provisions of 105 ILCS 5/10-22.25a in addition to all other terms set forth in this Agreement.

Warranties and Claims.

No provision(s) set forth in the General Conditions shall serve to limit the Contractor's liability with respect to damages of any sort (whether actual, incidental, consequential, or otherwise) suffered by an Illinois Customer, nor will any disclaimer of warranties be effective against an Illinois Customer.

Attorney Fee Provisions.

No provision providing for the payment of prevailing party costs and expenses (including legal fees) resulting from litigation or other method of dispute resolution shall be applicable to Illinois Customers.

Automatic Renewals.

No provision calling for automatic renewals or "evergreen" renewals, (wherein the term of the agreement automatically renews for a period beyond the initial term unless a party provides affirmative advance notice of termination to the other party) shall be effective in an Agreement with an Illinois Customer, it being the parties' understanding, instead, that the contractual arrangements with Illinois Customers will terminate upon completion of the initial term or satisfaction of the original scope, unless the parties subsequently and affirmatively agree to supplemental renewal provisions.

Successors and Assigns; No Subcontracting.

Contractor shall not assign any rights under, or interest in, this Agreement, nor may Contractor subcontract any duties arising hereunder, without the prior written consent of the Illinois Customer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Indiana, Wilson Education Service Center (WESC)

A. Additional Agency Terms and Conditions
Participating entities and approved vendors must be in full compliance with statutory requirements of all applicable federal, state, and local laws, rules, regulations, and ordinances including applicable public works and prevailing wage projects. All provisions required thereby to be included herein and are hereby incorporated for reference. This contract shall be construed in accordance with and governed by the laws of the State of Indiana. Awarded pricing must be made available to all participating entities regardless of size.

B. Procedure for Processing Orders
Wilson Education Service Center will inform all public school corporations, private/parochial schools, charter schools, nonprofit entities, municipalities, other governmental entities and higher education entities of contract awards via web sites and various marketing strategies. Vendors will have the primary responsibility to market contracts to eligible buyers within Indiana. After contracts are awarded and product information is available on our e-procurement sites vendors are free to contact eligible buyers and vice versa. The Wilson Education Service Center utilizes an e-procurement facilitation system as the primary mechanism for ordering and the primary method of marketing. Vendors are required to use the IAESC Procurement System and GovPro systems upon award. A 2.25% administrative fee will be assessed on gross monthly sales for IAESC Procurement (used by schools), and a 3.25% administrative fee will be assessed on gross monthly sales on GovPro (all other entities) after a 1% price increase. Vendors shall not include shipping and handling charges, federal excise tax, or state sales tax on invoices. Taxes do not apply to purchases by the participating entities. All participating entities have a "Not for Profit Tax Exemption Certificate" which will be furnished by the buyer upon request by the vendor. Quantities shipped in excess of quantities designated in the Purchase Order, or unapproved product substitutions will be returned at the vendor's expense.

C. Members Purchasing Under the Agency
All public school corporations, private/parochial schools, charter schools, nonprofit entities, municipalities, other governmental entities and higher education entities are eligible buyers. The Wilson Education Center as established by Indiana Code 20-1-11.3-1 with Inter-local Agreement Powers as established by Indiana Code 36-1-7-2 represents all eligible buyers in this program within Indiana.

8. Iowa, AEA Purchasing

1. Right to Assign

AEA Purchasing specifically reserves the right, in its sole discretion, to assign and transfer its interest in the Contract with the Vendor Partner, consistent with the terms and conditions of said Contract, to any organization, along with all corresponding duties, responsibilities, and obligations of both parties, and under the terms provided herein.

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

None.

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

AEA Purchasing may participate in Construction Products and Services bids through AEPA on a limited basis due to the restrictions mandated in the Iowa Code, Chapter 26 and 573.

4. Procedure for Processing Orders

AEA Purchasing's eligible clients follow a standard or electronic ordering process. The awarded Contractor will invoice and deliver products and services directly to AEA Purchasing's eligible clients. All invoices for payment shall be sent directly to the AEA Purchasing eligible client ordering under the terms and conditions of this agreement. The AEA Purchasing eligible client will make payment directly to the awarded Vendor Partner(s)AEA Purchasing does not process any orders.

The vendor's price shall include a two percent (2%) administrative/marketing fee on all sales of products and or services that the vendor will collect from the member or other qualifying purchaser. This fee will be remitted to AEA Purchasing on a quarterly basis.

5. Agencies Expressly Allowed to Purchase under the Member Agency

- K-12 Public & Private Schools
- Iowa Area Education Agencies

6. Non K-12 Governmental Agencies

The following non K-12 Governmental agencies may be eligible to use awarded contracts but are NOT actively solicited by AEA Purchasing:

- Public Colleges & Universities
- Public Libraries
- City, County & State Government and departments

9. Kansas, Greenbush-Southeast Kansas Education Service Center (SEKESC)

A. Additional Member Agency General Terms and Conditions that apply for **all** categories
Kansas Mandatory Contract Provisions

Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.)* and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.)* and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.)* (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

Representative's Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

Responsibility For Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

Information: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Assignment - SEKESC Right to Assign
In the event of a cancellation, the SEKESC specifically reserves the right, in its sole discretion, to assign and transfer its interest in any contract, consistent with the terms and conditions of any contract, to any organization, along with all corresponding duties, responsibilities for both parties and provisions contained herein.

Purchase Orders
Any purchase order issued by SEKESC, or one of its eligible entities, is cancelable under provisions of K.S.A. 10-1113. All purchase orders shall be issued by the SEKESC or its participating eligible entities desiring to acquire the products or services under the contract. Said purchase order shall include adequate reference to identify the bid to which it relates.

Marketing
- Awarded Vendor will proactively market the awarded contract to all eligible entities. The SEKESC will enhance the Awarded Vendor's marketing efforts through communication and meetings with eligible entities, participation in marketing events and tradeshows, through its website and social media resources and through day-to-day customer support activities.
- Awarded Vendor will train its professional staff and sales force in the provisions and benefits of the awarded contract. The SEKESC will enhance such effort by providing joint trainings and participating in joint sales calls as needed.
- The SEKESC and Awarded Vendor will jointly design presentations, documents, and other promotional material to assist in the promotion of the awarded contract.
- Awarded Vendor will include the SEKESC (Greenbush) logo on all sales materials targeted to eligible entities for the awarded contract. The SEKESC hereby grants to Awarded Vendor a non-exclusive, revocable, non-transferable, permission to use the SEKESC (Greenbush) name and logo during the term of this Agreement. Likewise, during the term of this agreement, the Awarded Vendor grants the SEKESC (Greenbush) permission to reproduce their name and logo in connection with marketing and promotion of the awarded contract.

B. Additional Member Agency Terms and Conditions for Non-Construction Products and Services
SEKESC has no additional terms and conditions for non-construction products and services.

C. Additional Member Agency Terms and Conditions for Construction Products and Services
K.S.A. 60-1111. Public works bond. (a) Bond by contractor. Except as provided in this section, whenever any public official, under the laws of the state, enters into contract in any sum exceeding $100,000 with any person or persons for the purpose of making any public improvements, or constructing any public building or making repairs on the same, such officer shall take, from the party contracted with, a bond to the state of Kansas with good and sufficient sureties in a sum not less than the sum total in the contract, conditioned that such contractor or the subcontractor of such contractor shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction of such public building or in making such public improvements.

A contract which requires a contractor or subcontractor to obtain a payment bond or any other bond shall not require that such bond be obtained from a specific surety, agent, broker or producer. A public official entering into a contract which requires a contractor or subcontractor to obtain a payment bond or any other bond shall not require that such bond be obtained from a specific surety, agent, broker or producer.

(b) Filing and limitations. The bond required under subsection (a) shall be filed with the clerk of the district court of the county in which such public improvement is to be made. When such bond is filed, no lien shall attach under this article. Any liens which have been filed prior to the filing of such bond shall be discharged. Any person to whom there is due any sum for labor or material furnished, as stated in subsection (a), or such person's assigns, may bring an action on such bond for the recovery of such indebtedness but no action shall be brought on such bond after six months from the completion of such public improvements or public buildings.

(c) In any case of a contract for construction, repairs or improvements for the state or a state agency under K.S.A. 75-3739 or 75-3741, and amendments thereto, a certificate of deposit payable to the state may be accepted in accordance with and subject to K.S.A. 60-1112, and amendments thereto. When such certificate of deposit is so accepted, no lien shall attach under this article. Any liens which have been filed prior to the acceptance of such certificate of deposit shall be discharged. Any person to whom there is due any sum for labor furnished, materials, equipment or supplies used or consumed in connection with or for such contract for construction, repairs or improvements shall make a claim therefor with the director of purchases under K.S.A. 60-1112, and amendments thereto.

44-1030. State and local government contracts; mandatory provisions. (a) Except as provided by subsection (c), every contract for or on behalf of the state or any county or municipality or other political subdivision of the state, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:
(1) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
(2) in all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
(3) if the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
(4) if the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
(5) the contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
(b) The Kansas human rights commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas act against discrimination.
(c) The provisions of this section shall not apply to a contract entered into by a contractor:
(1) Who employs fewer than four employees during the term of such contract; or
(2) whose contracts with the governmental entity letting such contract cumulatively total $5,000 or less during the fiscal year of such governmental entity.

D. Procedure for Processing Orders

The SEKESC utilizes the following ordering/delivery procedures:

- Purchase orders will be issued by the individual eligible entity.
- Vendors must issue invoices directly to the ordering eligible entity as specified on each purchase order.
- Delivery of all items included in this solicitation will be made to the locations within each eligible entity as will be specified on the purchase order.
- Each order shall contain a packing slip of its contents to assist in prompt processing of payments to Vendor.
- The SEKESC reserves the right to implement a Vendor Quotation Number process for contract awards related to, but not limited, to project-based and construction related proposal activities.
- The vendor's price shall include a two percent (2%) administrative/marketing fee on all sales of products and or services that the vendor will collect from the member or other qualifying purchaser. This fee will be remitted to SEKESC on a quarterly basis.

E. Agencies Allowed to Purchase under the Member Agency

Eligible Entities: Entities eligible to purchase from Southeast Kansas Education Service Center (Greenbush) cooperative

purchasing contracts include but may not be limited to:

- K-12 Public Schools
- K-12 Private Schools
- Colleges & Universities
- City, County, and State Governments
- Public Libraries
- Non-profit organizations holding form #501C3

10. Kentucky, Green River Regional Educational Cooperative (GRREC)

A. Additional Member Agency General Terms and Conditions that apply for all categories The Green River Regional Educational Cooperative, Inc. (GRREC) is one of eight educational cooperatives in Kentucky, all of which are participants in the AEPA bids. GRREC serves as contact agency for all AEPA correspondence for all eight educational cooperatives. For the Kentucky Educational Cooperatives, the collective bidding process is conducted consistent with KRS Chapter 45A, the Kentucky Model Procurement Code. Contracts with GRREC shall include the provision granting GRREC employees the right to access to the Contractor's records. Vendor Contact: Vendor will designate to GRREC one individual who will represent them to Kentucky Bidding Cooperative members during the agreement period. This contact person will correspond with each ordering member for technical assistance, problems, or questions that may arise. Include instructions if different contacts for different geographical areas are needed; this information will be distributed to Kentucky Bidding Cooperative members upon award of this bid. The following Federal Clauses are required as a part of KY bid documents: 1. CLEANAIR/CLEANWATER A. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq). Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office.

B. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office. 2. SUSPENSIONANDDEBARMENT Vendor Partner understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235),"Debarment and Suspension." By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by GRREC. If it is later determined that Vendor Partner knowingly rendered an erroneous certification, in addition to remedies available to GRREC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Vendor Partner agrees to comply with the requirements of 2 CFR 180.220 while the above referenced contract is valid. Vendor Partner further agrees to include a provision requiring such compliance in its lower tier covered transactions. 3. LOBBYING Vendor Partner will comply with the Byrd Anti–Lobbying Amendment (31 U.S.C. § 1352) and the New Restrictions on Lobbying and has signed and attached to this Addendum the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to GRREC. 4. PROCUREMENTOFRECOVERED MATERIALSPURSUANTTO2 C.F.R. § 200.322 Vendor Partner agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 5. BUYAMERICAN "Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards School Food Authorities ("SFAs") must comply with when purchasing commercial food products served in the school meals programs. Buy American: AEPA Member Agencies or Participating Entities participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (atleast51percent) using agricultural commodities that are produced in the US. Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when: the product is not produced or Manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product. ALL products that are normally purchased by Vendor Partner as non-domestic and proposed as part of this contract must be identified with the country of origin. Vendor Partner shall outline their procedures to notify GRREC when products are purchased as non-domestic. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by GRREC, prior to the delivery of the product to the AEPA Member Agency or Participating Entities. Any non-domestic product delivered to the AEPA Member Agencies or Participating Entities, without the prior, written approval of GRREC will be rejected. Vendor Partner must affirm its willingness to assert its best and reasonable efforts to ensure compliance with this federal rule.
6. COST REIMBURSEMENTCONTRACTS Solicitation Requirements for cost reimbursable contracts:
A. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
B. Contractor will separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or (B) Contractor will exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
C. Contractor's determination of its allowable costs will be made in compliance with the applicable

DepartmentalandProgramregulationsandOfficeofManagementandBudgetcost circulars;
D. Contractor will identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit;
E. Contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and F. Contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

B. Additional Member Agency Terms and Conditions for Construction Products and Services
The Contractor and subcontractors shall pay all laborers, workmen and mechanics performing work under this contract not less than the rate of wages set forth in the prevailing wage schedule incorporated in the contract conditions as determined by the Kentucky Department of Labor in accordance with the provisions of KRS 337.505 through KRS337.550. Bidders are informed that construction contracts of the Commonwealth of Kentucky and political subdivisions are not exempt from the provisions of the Kentucky Sales and/or Use Tax. Current sales and/or Use Tax shall be provided for and included in the bid amount as no adjustments will be permitted nor made after receipt of bids.
1. It should be noted that where performance bonds are required, it should include both performance and payment bonds.
2. State Prevailing Wages shall apply for projectsof$250,000.00ormore, or Davis Bacon wages (when federal funds are utilized) if higher than State Prevailing Wages.
3. All work shall be in accordance with necessary approvals from the Kentucky Department of Housing, Buildings and Construction and the Kentucky Building Code.
4. All processes of the project comply with 702 KAR 4:160, the Capital Construction Process, including necessary approvals from the Kentucky Department of Education.
5. Performance and payment bond on AIA document 312 must be provided for all projects that exceed $25,000.(Also provide that the Surety shall comply with state requirements.)
6. In accordance with 702 KAR 4:160, AIA and KDE documents be utilized on all projects including but limited to:
a. A 101 Standard form of Agreement between Owner and Contractor (including KDE amendments)
b. A201 General Conditions of the Standard Form of Agreement between Owner and Contractor (including KDE amendments)
c. AIA A701 Instructions to bidders, with KDE amendment and KDE Form of proposal (may require editing AEPA instructions to bidders to eliminate conflicts).
d. KDE purchase Order (for direct purchase of materials with tax number, to exempt materials from state sales tax)
e. If applicable, where architectural services are provided by the Owner, Form B141, Standard Form of Agreement between Owner and Architect
7. Architectural services shall be provided in accordance with KRS 322.360 and other relevant Kentucky Revised Statutes by the vendor or the Owner at the Owner's preference.

C. Procedure for Processing Orders Once the award is made to the Contractor/vendor, GRREC and Kentucky's other cooperatives will inform their members (school districts and other entities) of the contract by: 1) including the contract in the Current Bids section on their websites and 2) publishing the contract information in catalogs disseminated to all members. A list of members, contact names, addresses and phone numbers is made available to the Contractor. At this point the Contractor/vendor contacts the members and members may contact the Contractor/vendor. When the member identifies a product or service, it will issue a purchase order for that item to the vendor. The vendor's price will include a two percent (2%) administrative fee that the vendor will collect from the member and remit to GRREC on a quarterly basis. Municipal and county governments, and other governmental, quasigovernmental, or nonprofit organization price will reflect a two percent (2%) administrative fee. On the occasion that an AEPA contract awarded by Kentucky is utilized by public school and public non-school entities in other states, purchases in these instances will also reflect a two percent (2%) administrative fee. The vendor will also compile and provide to GRREC a quarterly report showing all purchases made by Kentucky members (with specific detail as to what purchases were made by which members) under this contract. Further, if no purchases are made in any given quarter, the Vendor shall remit a "No Activities" statement to GRREC for that quarter. The vendor will also produce and provide to GRREC an annual summary report for all purchases made under this contract for a period of beginning with the award of the contract through December 31st and all consecutive annual periods if contract is extended. The vendor will make all administrative fee payments to the GRREC by the 15th of the month following the end of the quarter (i. e. April 15th, July 15th, October 15th and January 15th). All checks are to be made payable to GRREC and sent to GRREC, 230 Technology Way, Bowling Green, KY 42101 and Attention: Finance Director. GRREC may designate another agent for collecting an administrative fee that will be negotiated with vendor for e-commerce transaction. GRREC will share information from the quarterly and annual reports and distribute the administrative fee among the other KY Educational Cooperatives according to membership.

D. Members Purchasing under the Agency: Currently there are 8 Bidding Cooperatives in Kentucky and all are participating in this invitation through GRREC's solicitation. There are 170+ independent and county school districts and all are eligible for membership in a Bidding Cooperative and approximately 98% of the districts are members of one of the cooperatives. No district

is obligated to use these services. Additional members may include other public educational institutions in the state, public colleges or universities, community colleges, vocational or technical schools, municipal and county governments, and other governmental, quasi- g o v e r n m e n t a l or non- profit organizations. Kentucky currently shares its AEPA contracts with the following states: AL, LA, MS, NC, and TN. Only those districts or institutions listed on an approved Bidding Cooperative membership list are eligible to purchase under these contracts. This list may change during the contract period

11. **Massachusetts, The Education Cooperative**

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract**.** The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. ***Contract Effective Start Date.*** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. ***Payments And Compensation.*** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

The vendor's price shall include a two percent (2%) administrative/marketing fee on all sales of products and or services that the vendor will collect from the member or other qualifying purchaser. This fee will be remitted to The Education Cooperative on a quarterly basis.

3. ***Contractor Payment Mechanism.*** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. ***Contract Termination Or Suspension.*** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. ***Written Notice***. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. ***Confidentiality***. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the

Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. *Record-keeping And Retention. Inspection Of Records.* The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. *Assignment.* The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. *Subcontracting By Contractor.* Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. *Affirmative Action, Non-Discrimination In Hiring And Employment.* The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. *Indemnification.* Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. *Waivers.* Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. *Risk Of Loss.* The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. *Forum, Choice of Law And Mediation.* Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. *Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.* Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and

OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

Prior to award, the Contractor must **certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory.**

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the***: Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108*** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once. in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

*12. **Michigan, Oakland Schools, (OS)***

A. **Additional Member Agency <u>General Terms and Conditions that apply for all categories</u>**:

1. <u>Conflict of Interest</u>
   Contractor shall disclose in writing to Buyer any conflicts of interest with Board members, administrators, and or employees of any Participating Entity (as defined below). A conflict of interest may include, but is not limited to, a financial ownership interest in, or employment with Contractor or Subcontractor by a Participating Entity' Board member, administrator, or employee or their family member. A "family member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption or marriage. Determination of the existence of a conflict of interest does not prohibit the Participating Entity from entering into a contract with the Contractor (MCL 380.634; MCL 15.322 et seq).

2. <u>Iran Economic Sanctions Act</u>
   Public Act 517 of 2012, commonly known as the "Iran Economic Sanctions Act" (the "Act"). The Act provides that beginning April 1, 2013, an "Iran Linked Business" is not eligible to submit a bid on a request for proposal with a "public entity" (OS). The Act also requires that a person that submits a proposal in response to an OS request for proposal must certify to the public entity that it is not an Iran Linked Business. This requirement applies to all requests for proposals issued by OS, and not just to construction projects.

   The Act defines an Iran Linked Business as:
   a. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran;
   b. A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

   If the OS determines, using credible information available to the public, that a person or entity has submitted a false certification, OS must provide written notice to the person or entity of its determination and of its intent not to enter into or renew the contract. The notice must include information on how to contest the determination. The notice must also specify that the individual or entity may become eligible for future contracts with the public entity if the activities that caused it to be an Iran Linked Business are ceased.

3. <u>Hazardous Materials</u>
   If any hazardous chemicals are supplied under a contract/purchase order arising out of this solicitation, a Material Safety Data Sheet (MSDS) shall accompany the delivery of any hazardous chemicals supplied by the Contractor. All MSDS sheets shall be sent to the attention of the Participating Entity. Ref: State of Michigan Act 154, Section 14, P.A. 1974 as amended. Copies of MSDS for all purchased hazardous materials must be provided prior to delivery of any items by the Contractor. Additionally, the MSDS needs to be attached to the invoice and all products delivered must be labeled according to Section 14 of Act 154, of the public Acts of 1974, as amended. Any appropriate products not labeled will be refused and the Contractor will be responsible for additional freight charges. Payment may be withheld until the Participating Entity receives the MSDS.

4. <u>Modifications to Contracts</u>
   No modifications to a contract/purchase order with a Participating Entity shall be binding upon such Participating Entity unless agreed to in writing signed by an authorized representative of the Participating Entity.

5. <u>Governing Law</u>
   Any contract arising out of this solicitation shall be governed by and construed under the laws of the State of Michigan. In the event of any legal action to enforce or interpret any contract arising out of <u>this solicitation, the sole and exclusive venue shall be the state or federal court of the local</u> jurisdiction where the Participating Entities located.

B. Additional Member Agency Terms and Conditions for:

1. **<u>Non-Construction Products and Services</u>**:
   All supplies, materials, and equipment sold or leased to Michigan intermediate school districts or K-12 public school districts must be in accordance with MCL 380.623a and 380.1274, respectively. The procurement of supplies, materials and/or equipment in a single transaction costing more than the State of Michigan Competitive Bidding threshold set forth in MCL 380.623a and 380.1274 by an intermediate school districts or K-12 public school districts requires the district to obtain competitive bids and the purchase must be approved by the district's Board of Education.

2. **<u>Construction Products and Services</u>**:
   All Contractors understand and agree that the use of AEPA contracts is not intended for use by Michigan intermediate school districts or public K-12 school districts for construction, renovation or remodeling projects under MCL 380.1267 and agree to

comply with all applicable standards and statutes for said construction projects. Based on MCL 380.1267, labor must be bid. However, intermediate school districts or public K-12 school districts can choose to buy material only from a cooperative purchasing contract. The AEPA cooperative contract has been bid in accordance with Michigan statute. It was advertised as required in the state and a material price book meeting the requirement of providing a discount for the opportunity of responding to a multi-state bid for goods and services with a national scope was submitted at the time of bidding by the vendor and awarded to the lowest responding vendor. To be able to purchase material only for a project, the board of a school district or board of directors of a public-school academy needs to adopt a written policy governing the procurement of supplies, materials, and equipment. Material only fits into the classification of MCL 380.1267 of a cooperative bulk purchasing program.

MCL 380.11a(4) allows for intermediate school districts or public K-12 school districts to enter into agreements or cooperative arrangements with other entities, public or private, or join organizations as part of performing the functions of the school district which allows the Intermediate school districts or public K-12 school districts to utilize the Oakland Schools awarded contract. In addition, under MCL 380.1274 (4), a school district or public school academy is not required to obtain competitive bids for items purchased through the cooperative bulk purchasing program.

A material only purchase is a direct purchase to the manufacturer for materials. This will require the intermediate school districts or public K-12 school districts to issue two purchases orders—one for the labor which will be awarded though a traditional competitive bid process and one for the material.

All other governmental agencies can utilize the Oakland Schools awarded contract for material and labor solutions pursuant to 18.1261.

C. Procedure for Processing Orders:

Once the award is made to a Contractor, OS will inform the Participating Entities and Other Agencies of the award by announcing the award through its general and usual methods of disseminating information.

1. OS follows the AEPA Standard Ordering Process (see Part A, General Terms and Conditions for All Agencies, "Ordering Procedures").

2. Contractors shall be required to pay a two percent (2%) administrative fee (the "Fee") based on the total cost of goods or services purchased, including installation and freight, if applicable. In the event of a lease arrangement, the total Fee for the value of goods leased shall be paid to OS by the Contractor at the front end of the lease. Contractor or its designated authorized reseller(s) shall not include any additional amount corresponding to the Fee in the bid responses or awarded prices.

D. **Agencies Allowed to Purchase under the Member Agency**:

OS serves all local school districts located in Oakland County, Michigan. In addition to, and in accordance with the terms and conditions set forth in this solicitation, all **public school districts, private schools, public school academies, intermediate school districts colleges, universities, counties, cities, townships, villages, and non-profit organization** in the State of Michigan shall be permitted to use AEPA solicitations approved by OS.

It should be clearly understood that OS is assisting these Participating Entities as a service to procure selected supplies, materials and equipment and services desired by the Participating Entity. Both the Contractor and any Participating Entity using this solicitation agree that the OS makes no representation that use of this solicitation by any Participating Entity is, in fact, in compliance with rules, regulations, policy or procedures of the Participating Entity. In this regard, the OS strongly suggests that, at a minimum, the Contractor and any Participating Entity considering such use consult with their own legal counsels before doing so. All Participating Entities using AEPA solicitations shall be responsible for adhering to their own applicable rules, regulations, policies, procedures and state statutes, etc., which may govern the use of cooperative purchasing contracts within their respective jurisdictions.

13. **Minnesota, Cooperative Purchasing Connection (CPC)**

1. General Terms and Conditions (All Categories)

a. **Governing Law:** The laws of the State of Minnesota govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a 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.

b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.

c. **Hazardous Substances:** All hazardous products purchased by participating agencies shall include a Safety Data Sheet (SDS) with the delivery.

d. **Lease and Rental Agreements:** The Vendor may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with Minnesota Statutes and guidelines. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with CPC's current leasing vendor. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception. In the event of a lease, the total administrative fee for the value of goods shall be paid to CPC by the vendor at the front end of the lease. CPC reserves the right to review all purchase orders, lease documents and invoices to ensure contract compliance.

e. **Non-Discrimination:** Any resulting contract for on or behalf of participating agencies, said Vendor agrees to:

i. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, because of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

ii. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

iii. That a violation of this section is a misdemeanor; and

iv. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, shall be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

f. **Participating Agency:** A participating agency shall be defined under Minnesota Statutes M.S. §471.59, and M.S. §123A.21, Sub. 11 and South Dakota Statutes §5-18A-37. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that they are required to follow state and local procurement regulations.

g. **Prompt Payment:** Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.

h. **Substance Use and Conduct:** All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.

i. **Vendor Orientation (CPC 101):** The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the purpose and nature of CPC. The Vendor will not be marketed to participating agencies until they have completed the vendor orientation session.

2. **Additional Participating Agency Terms and Conditions for Non-Construction Products and Services**
If requested by CPC, the contracted vendor will work with CPC to develop an order form, or order forms, containing the most purchased items, that CPC can utilize to market the contracted vendor to its participating agencies.

3. **Additional Participating Agency Terms and Conditions for Construction Related Products and Services**
Upon acceptance and approval of the Vendor's offer by AEPA, CPC will independently consider the offer and consult with the Vendor to determine if the Vendor can meet the requirements for construction-related products and services and to enter and execute a contract in the state of Minnesota. The contracted vendor will be required to work with CPC's participating agencies and require that an architect's signature or certification is noted on the specifications as required by **Minnesota Statute**

§326.12 subd. 3. With certain exceptions, **Minnesota Rules part 1800.5200, subpart 1**, requires a licensed architect or engineer to prepare and certify specifications for building alterations or renovations. Once CPC and the Vendor can confirm that business can be conducted in Minnesota, CPC will make a final decision to complete the contract execution process.

For all quotes provided to participating agencies, for construction-related projects, products, and services, the contracted vendor must also send a duplicate quote to CPC. The quote provided to CPC must include the contact information of the participating agency.

Performance Bond *(for construction and/or installation related projects)*: As defined by state statute, performance bonds will be required on all projects valued great than:

1. One hundred seventy-five thousand dollars ($175,000) or more in Minnesota;
2. One hundred thousand dollars ($100,000) or more for public improvement in South Dakota; or
3. Otherwise requested by the participating agency.

All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Vendor and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Vendor will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Vendor unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Vendor with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Vendor.

The Vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Vendor. Work will not commence between the Vendor and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to CPC via email (info@purchasingconnection.org). The Vendor will be responsible for providing CPC with a copy of all contracts and bonds in accordance with CPC purchasing procedures. Should the Vendor fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Vendor's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

With said construction-based project, the participating agency may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation and resulting Master Contract Agreement (i.e. project timeline, completion dates, progress payments, delivery requirements, invoice requirements, etc.). Any supplemental agreement developed because of the Master Agreement is exclusively between the Vendor and the participating agency. CPC, its agents, members, and employees shall not be a party to any claim for breach of such agreement.

4. **Insurance:**

The Vendor shall purchase, maintain, and provide certification from the insurer for minimal coverage during the life of an awarded contract, 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 of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor shall provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. Respondents shall provide a statement of insurance from the issuing company or their authorized agent with their proposal. The Vendor shall meet the following requirements:

a. Commercial General Liability: $1,000,000 each occurrence, $500,000 annual aggregate
b. Automobile Liability: $1,000,000 each occurrence
c. Workers Compensation: $100,000

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor must provide the COI upon receipt of a signed contract.

5. Procedure for Contract Award, Notification and Processing Orders

Once the award is recommended by the AEPA Review Committee, CPC considers the recommendation based on the value of the potential contract for its participating agencies. In the event of an award by the CPC Board of Directors, CPC will inform its participating agencies of the award.

a. The contract will be listed on the CPC website (**www.purchasingconnection.org**).
b. Announcement of the contract award.
c. Upon award and completion of the vendor orientation, CPC will promote the contract opportunity to its membership in one or more of the following ways: websites; agency newsletters; hard copy marketing flier; Email announcements; contract catalog; and trade shows.
d. CPC will require a marketing flyer, brochure, or other similar marketing pieces, in an editable, electronic format, from each vendor promoting the available contract with the vendor, and/or a web page or link. CPC may assist in the development of the marketing flier and material (if requested by the vendor), but in all cases shall have the authority to review and approve any marketing materials. If a web site is used, the link will be made available from the CPC web page. Any web page or link, or other marketing tools shall be dedicated to CPC and/or AEPA information only.
e. When a participating agency identifies a desired product or service, the agency and the Vendor may negotiate with each other to establish a description of items and/or services. The Vendor shall quote a price to the member, using AEPA established discounts including the two percent (2%) administrative fee in the quoted price not as a separate line item. The administrative fee shall be based upon the total cost of goods and/or services including installation costs.
f. Ordering Methods.
    i. All orders will be executed by participating agencies, directly, with the Vendor. The Vendor may offer a variety of options for agencies to place orders. The Vendor will make all deliveries and installation of products and services. CPC will not warehouse items or provide services.
    ii. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined (see Vendor Questionnaire).
    iii. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that sufficient funds have been obligated toward the purchase.
    iv. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
    v. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.
g. CPC requires that all participating vendors offer the contract opportunity to all CPC participating agencies.

6. Administrative Fees & Reporting

The administrative fee is to be paid by the Vendor to CPC, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to CPC a sales report, in Excel format, listing the following information:

a. Name of purchasing agency
b. Address of purchasing agency (city, state, zip code)
c. Date of purchase
d. Invoice number
e. Amount of purchase
f. Administrative fee generated by sale
g. Savings generated by sale

This report shall include all sales made and payments received by the vendor in said quarter. The sales report shall be emailed to Melissa Mattson at mmattson@lcsc.org and copied to Lori Mittelstadt at lmittelstadt@lcsc.org. Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment. If mailing a check, the payment shall be delivered to Melissa Mattson, CPC, 1001 East Mt. Faith, Fergus Falls, MN 56537. The check shall be made out to Lakes Country Service Cooperative.

7. **Express Online Marketplace**

CPC provides participating agencies with an online purchasing platform called Express. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of CPC's commodity-based contracts. The Vendor does not have to have an e-commerce site to be included in Express. Express offers integration into two (2) of the main K-12 school financial systems in Minnesota. CPC expects growth in the number of agencies utilizing the

marketplace and the volume of sales to grow significantly. CPC will work with the Vendor to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express promptly as outlined in the solicitation.

14. **Missouri, EducationPlus (EDPLUS) [Formerly Cooperating School Districts of the Greater St. Louis Area (CSD)**

A. Additional Agency Terms and Conditions

Lease and Rentals: Vendor may allow EDPLUS customers to enter into rental, lease, or lease purchase agreements, providing such agreements are in compliance with Missouri statutes and Missouri Department of Elementary and Secondary Education policies, rules and regulations. EDPLUS must receive a copy of the executed leasing documents prior to processing a purchase order. EDPLUS will not collect lease payments. Bidder agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the proposal, with interest rates described as related to a government standard. Bidder must indicate in its response to this solicitation if the shipping costs for the return of leased or rented equipment are the responsibility of the EDPLUS customer, and what that cost will be. No sale of a contract to a third party will be made without first informing EDPLUS and the EDPLUS customer of the sale. If Bidder sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original vendor. A 2% administrative fee must be included in the lease cost based on the total value of the goods purchased. This fee is referred to under ordering process.

B. Procedure for Processing Orders

(1.) Once the award is made to the vendor, EDPLUS will inform its members and other potential customers of the contract by announcing the award on its website by including the award in presentation comments and in other communications.

(2.) EDPLUS may require marketing materials from each vendor promoting the contract and AEPA relationship. EDPLUS will assist in the development of the marketing materials, if requested. Materials will be for distribution as well as posting on the EDPLUS website and disseminated to potential customers. Note: EDPLUS requires the awarded vendor to take ownership and actively promote the contract in cooperation with EDPLUS to all qualified customers.

(3.) When the customer identifies a desired product or service as available through the AEPA contract and makes a purchase on the EDPLUS online Marketplace or agrees on price as presented to the customer by the awarded AEPA vendor, the member then issues to the vendor a purchase order for that item or service.

(4.) The purchase order must include an additional two percent (2%) administrative fee in the total cost, based on the total cost of goods and service including installation and freight if applicable. This fee is to be forwarded by the vendor to EDPLUS after the sale and payment is made to vendor. Payment shall be made to EDPLUS on a quarterly basis along with complete sales history during that period.

(5.) Vendor makes all deliveries and installations of products and services. EDPLUS does not warehouse items nor provide services.

(6.) All participating vendors agree to and are subject to audit proceedings of AEPA member sales.

C. Customers Purchasing Under the Agency

We take great pride in the fact that EDPLUS is providing a complete line of purchasing services to our 50+ member school districts and hundreds of additional school districts, educational institutions, and nonprofit organizations. EDPLUS was created in 1928 with its primary focus aimed at improving educational opportunities for all students. Our goal is to promote efficient use of educational dollars, and simultaneously provide an ongoing market for those vendors doing business with EDPLUS. EDPLUS

D. Governing Law

MO. REV. STAT. §70.220. 1. Any municipality or political subdivision of this state, as herein defined, may contract and cooperate with any other municipality or political subdivision, or with an elective or appointive official thereof, or with a duly authorized agency of the United States, or of this state, or with other states or their municipalities or political subdivisions, or with any private person, firm, association or corporation, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; provided, that the subject and purposes of any such contract or cooperative action made and entered into by such municipality or political subdivision shall be within the scope of the powers of such municipality or political subdivision.

E. Prohibition Against Boycotting Israel

Vendors signing a contract with EDPLUS will be required to sign a certification stating that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, pursuant to Revised Statutes of Missouri (RSMo) 34.600, known as the "Anti-Discrimination Against Israel Act."

15. **Montana, Montana Cooperative Services (MCS)**

1. General Standards: Purchases by public entities in excess of $80,000 are subject to public bid; purchases under this amount are subject to requirements of public contracts. See Sections 7-5-230 I and 7- 5-2304, Montana Code Annotated (Counties); Sections 7-5-4302 and 7-5-4303, Montana Code Annotated (Municipalities).

Note: purchases of less than $80,000 are not subject to public bid requirements, which provides local government entities with considerable flexibility to make purchases. Public bidding requirements do not appear to prohibit local government entities who are members of AEPA or MCS from soliciting bids from approved vendors for purchases in excess of $80,000.

2. Local Government Cooperative Purchasing Authority: Local governments may also elect to purchase cooperatively through the Montana Department of Administration in lieu of soliciting their own bids. 51 A.G. Op. 1 5 (2006). Procurement by government entities generally falls within the Montana Procurement Act, Section 18-4-10 I , MCA, et seq.

A. Local Governments are authorized to adopt and implement the rules and standards of the Act:

18-4-124. Local government adoption of procurement provisions -- alternative project delivery contracts. (1) A political subdivision or school district may adopt any or all parts of this chapter and the accompanying ng rules promulgated by the department.

B. Local governmental entities and school districts are specifically authorized to purchase cooperatively in the public interest:

18-4-401. Definitions. As used in this pai1, the following definitions apply:

(1) "Cooperative purchasing" means procurement conducted by or on behalf of more than one public procurement unit.

(2) "Local public procurement unit" means a county, city, town, or other subdivision of the state or a public agency of any such subdivision; public authority; educational, health, or other institution; to the extent provided by law, any other entity that expends public funds for the procurement of supplies and services; and any nonprofit corporation operating a charitable hospital.

(3) "Public procurement unit" means a local or state public procurement unit of this or any other state, including an agency of the United States, or a tribal procurement unit.

(4) "State public procurement unit" means a state department , agency, or official that expends public funds for the procurement of supplies and services.

(5) "Tribal procurement unit" means a tribal government, tribal entity, or official of a tribal government located in Montana that expends tribal funds or funds administered by a tri be for the procurement of supplies and services to the extent provided by tribal or federal law.

18-4-402. Cooperative purchasing authorized. The department may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies or services with one or more public procurement units in accordance with an agreement entered into between the participants independent of the requirements of part 3. Cooperative purchasing may include purchasing through federal supply schedules of the United States general services administration , joint or multiparty contracts between public procurement units , open-ended state public procurement u n it contracts that are made available to local public procurement units, and competitive contracts established by for-profit, not-for-profit, or nonprofit cooperative entities. (emphasis added).

Note: Cooperative purchasing by local governmental entities may require reentering into an agreement w with the Montana Department of Administration. This requirement does not appear to preclude local entities from participating as members of purchasing groups .

C. Local governmental entities are authorized to enter agreements with each other in order to purchase cooperatively.

7-11-104. Authorization to create interlocal agreements -- issuance of bonds for joint construction -- hiring of

teacher, specialist, or superintendent. One or more public agencies may contract with any one or more other public agencies to perform any administrative service, activity, or undertaking or to participate in the provision or maintenance of any public infrastructure facility, project , or service, including the issuance of bonds for the joint construction of a facility under 20-9-404, the hiring of a teacher or specialist under 20-4-201 or a superintendent under 20-4-40 I , or the hiring of or contracting with any other professional person licensed under Title 37, that any of the public agencies entering into the contract is authorized by law to perform. The contract must be authorized and approved by the governing body of each party to the contract. The contract must outline fully the purposes, powers, rights, obligations, and responsibilities of the contracting parties. (emphasis added).

3. School and school district cooperative purchasing authority: Schools and school districts are specifically authorized to purchase cooperatively utilizing qualifying ng purchasing entities:

"A [school] district may enter into a cooperative purchasing contract for the procurement of supplies or services with one or more districts. A district participating in a cooperative purchasing group may purchase supplies and services through the group without complying with the provisions of [soliciting public bids and awarding a contract] if the cooperative purchasing group has a publicly available master list of items available with pricing included and provides an opportunity at least twice yearly for any vendor, including a Montana vendor, to compete, based on a lowest responsible bidder standard, for inclusion of the vendor's supplies and services on the cooperative purchasing group's master list." Section 20-9-204(4), Montana Code Annotated (emphasis added).

Note: Montana's AEPA member, Montana Cooperative Services, meets all of the statutory requirements of Section 20-9-204(4), MCA, with respect to cooperative purchasing groups.

The vendor's price shall include a two percent (2%) administrative/marketing fee on all sales of products and or services that the vendor will collect from the member or other qualifying purchaser. This fee will be remitted to MCS on a quarterly basis.

Cooperative purchasing is another tool in the bag for local governmental entities, including school districts, to acquire services and supplies at better prices than may otherwise be available. Membership in MCS provides access to AEPA-approved vendors as well as in-state suppliers who have been carefully vetted for reliability and quality.

Disclaimer: The above discussion is for informational purposes only and does not constitute legal advice.

16. North Carolina, Carolinas Alliance 4 Innovation (CA4I) dba Carolina BUY

1) General Overview
a. Carolinas Alliance 4 Innovation (CA4I) became the AEPA representative for the state of South Carolina in 2020 and for the state of North Carolina in 2024.
b. CA4I is a 501.c.6 non-profit public benefit corporation whose mission is to promote innovative solutions for saving money, time, and hassles in education and government for the purpose of community and economic development.
c. CA4I does business as "Carolina BUY".

2) Eligible Entities
a. CA4I is able to serve all AEPA eligible members, including City, County, and State Government Agencies and Special Purpose Districts; K-12 Public and Private Schools; Colleges and Universities; Public Libraries; and Non-Profit Organizations.

3) General Terms and Conditions that apply for all categories
a. Governing Law: The laws of the State of North Carolina govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a 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.

b. Governing Venue: The resulting contract award shall be deemed to have been made and performed in Catawba County, North Carolina. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Catawba County, North Carolina.

c. Hazardous Substances: All hazardous products purchased by members shall include a Safety Data Sheet (SDS) with the delivery.

d. Award: Upon acceptance and approval of the Vendor's offer by AEPA, CA4I will independently consider the recommendation based on the value of the potential contract for its participating agencies and the Vendor commitment to emphasize AEPA established discounts and Carolina BUY local advocacy in making sales proposals. In the event of a Vendor award, CA4I will inform its members of the award and contract by posting information on its website, in newsletters, and announcements to affinity partners along with contract instructions and ordering process.

e. Processing Orders: When an eligible educational, governmental or nonprofit member identifies a desired product or service, the member and the vendor may negotiate with each other to establish a description of items and/or services. The vendor shall quote a price to the member, in writing, using AEPA established discounts and including the two percent (2%) administrative fee or payment in the quoted price. The administrative fee shall be based upon the total cost of goods and/or services including installation costs. The administrative fee shall not be listed as a separate line item on the quote. When a member decides to purchase through the CA4I-AEPA contract, the member issues the purchase order directly to the vendor. The purchase order must include the total invoiced cost, based on

i. The total cost of goods, service, and installation, including the AEPA established discounts and a 2% administrative fee.

ii. Notification will be made to the vendor in the event the purchase order is not in compliance with the contract and adjustments will be made at that time. CA4I and the Vendor will mutually resolve any issues concerning past purchases. The purchase orders are to continue to be processed and viewed as approved unless notified by CA4I otherwise. All sales and transactions may continue without delay or in anticipation of the CPC purchase order verification.

iii. Once all the items and services on the purchase order have been delivered to the member completely and satisfactorily, the Vendor then files a copy of the final invoice, which is available to CA4I by request in support of the quarterly sales summary.

iv. The Vendor makes all deliveries and installations of products and services.CA4I does not warehouse items or provide installation services.

v. This administrative fee is to be paid by the vendor to CA4I, quarterly within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit toCA4I a sales report, in Excel format, listing the following information:

1. Name of purchasing agency
2. Address of purchasing agency (city, state, zip code)
3. Date of purchase
4. Invoice number
5. Amount of purchase

6. Administrative fee generated by sale
7. Savings generated by sale

This report shall include all sales made and payments received by the vendor in the said quarter.

The sales report shall be emailed to Fred Payne, fred.payne@ca4i.org, to OpaPyle1946@gmail.com, and to Operations@carolinabuy.com.

17. **Nebraska, Educational Service Unit Coordinating Council (ESUCC)**

A. Additional Agency Terms and Conditions

1) Bid Award Determination: The bidder hereby agrees to these bidding conditions by virtue of submitting this signed document on or before the Bid Opening date as specified below.

2) Natural Gas Contractors: Any bids relating to natural gas shall be based upon an awareness of NEB. REV. STAT. § 75-501, adopted in conformity with Rules, Regulations, and Interpretations of Federal Agencies with authority to regulate pipeline common carriers and interstate commerce.

3) Performance and Payment Bonds: Upon execution of a contract between an ESUCC member and the prime contractor for construction or public improvement, performance and payment bonds described above in the AEPA General Terms and Condition shall be provided to the member. Performance and payment bonds between the member and the prime contractor shall be on standard forms. The prime contractor shall deliver copies of both the performance and payment bonds to ESUCC at the time the contract between the member and the prime contractor is executed. All suits for nonpayment or nonperformance shall be filed as allowed under Nebraska law.

4) Insurance: Contractors shall secure and keep in force during the term of any awarded agreement the following insurance coverages from insurance companies authorized to do business in Nebraska:

- Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $1,000,000 per person for any number of claims arising out of a single occurrence and $5,000,000 for all claims arising out of a single occurrence.
- Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $1,000,000 per person for any number of claims arising out of a single occurrence and $5,000,000 for all claims arising out of a single occurrence.
- Workers compensation coverage meeting all Nebraska statutory requirements.

5) Debarment and Suspension: Contractors shall comply with Executive Orders 12549 and 12689 as applicable. Contractors may be debarred for a period of two (2) years, unless earlier modified by the Special Awards Committee of ESUCC for any of the following conduct: (a.) Repeatedly not following the bid process. (b.) Repeatedly submitting non-responsive bids. (c.) Any behavior, which has as its effect injuring the integrity of the bid process. (d.) Failure to deliver goods pursuant to a successful bid. (e.) Repeated lack of acceptable handling and delivery of goods pursuant to a successful bid. (f.) Repeatedly not meeting delivery deadlines. (g.) Repeated failure to timely rectify damages of goods, or shortages of goods when it is the responsibility of the contractor to take such action. (h.) Conviction of a crime of dishonesty. (i.) Debarment or suspension by any agency or

Federal Agency by the contractor or any of its key employees. (j.) Other conducts which materially and adversely affects the services of ESUCC Cooperative Purchasing program.

6) Statement Filed: A bidder who is awarded a contract for any goods or services for public works pursuant to this IFB shall file with ESUCC a statement as required by NEB. REV. STAT. § 73-102.

7) Nondiscrimination: The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of any awarded bid or agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, national origin, or other protected status.

8) Employment Eligibility Verification: Consistent with NEB. REV. STAT. § 4-108, the Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with any awarded bid or agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

9) Federal Funding. I It is understood that purchases may be funded in whole or in part with funds allocated by the Federal government, including the U.S. Department of Education and/or the Office of Elementary and Secondary Education and is therefore subject to those regulations, restrictions, and conditions normally associated with federally funded programs and any other requirements that the state or federal government may prescribe including, but not necessarily limited to, the following:

- **Equal Employment Opportunity:** (All Contracts) The parties shall comply with the Equal Employment Opportunity Clause required under Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- **Copeland "Anti-Kickback" Act:** The parties shall comply with the Copeland "Anti-Kick Back" Act (40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR 3).
- **Davis-Bacon Act:** (Contracts that exceed $2,000) The parties shall comply with 40 U.S.C. 3141-3148, the Davis-Bacon Act, as supplemented by Department of Labor Regulations 29 CFR 5. This Act provides that contractors and their subcontractors are to pay workers (laborers and mechanics) employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character as determined by the Secretary of Labor. In addition, contractors must be required to pay wages

not less than once a week.

- **Contract Work Hours and Safety Standards Act:** (Contracts that exceed $100,000) The parties agree to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- **Reporting Notice:** The USDOE's and any other federal agency's requirements and regulations pertaining to reporting include, but are not necessarily limited to, 34 CFR Part 80.
- **Patent Rights:** The USDOE's and any other federal agency's requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Agreement include, but are not necessarily limited to, 34 CFR Part 80.
- **Copyrights and Right in Data:** The USDOE's and any other federal agency's requirements and regulations pertaining to copyrights and rights in data include, but are not necessarily limited to, 34 CFR Part 80.
- **Access to Documents:** The Owner and its grantees and subgrantees, the USDOE and/or other federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- **Record Retention:** The parties shall retain all required records for at least 3 years after the Owner makes final payments and all other pending matters are closed.
- **Clean Air and Federal Water Pollution Control Acts:** (Contracts that exceed $150,000) The parties shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
- **Energy Policy and Conservation Act:** The parties shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- **Work Hours:** The parties agree to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- **Debarment and Suspension:** (All Contracts) The parties agree and understand that under Executive Orders 12549 and 12689 that a contract award (see 2 CFR 180.220) must not be made to any party listed on the government-wide Excluded Parties List System in the System for Award Management (SAM).
- **Lobbying:** The parties agree and understand that under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) that contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- **Termination for Cause and Convenience:** (Contracts that exceed $10,000) Termination for cause and convenience are governed by the Agreement. To the extent not addressed by the Agreement, the Agreement may not be terminated for convenience and may be terminated for any cause allowed by law.
- **Solid Waste Disposal Act:** The parties agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- **Remedies:** Contracts for more than the simplified acquisition threshold (currently set at $150,000 but is subject to inflation adjustment) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- **Energy Policy and Conservation Act:** (All Contracts) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, Owner should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

11) Governing Law and Venue: All bids and contracts shall be governed by and construed in accordance with the laws of

the State of Nebraska. The venue for any litigation arising out of or related to a bid or contract will be in any eligible state or federal court of Nebraska.

12) Public Records: The Contractor acknowledges that the ESUCC and its affiliated schools and members must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include any bid documents or contracts and all records created and maintained in relation to them. The ESUCC does not and will not agree that any bidder or contractor will be notified of any public record request submitted to the ESUCC or its Members.

13) Conflict of Interest: By submitting a proposal, Contractor certifies that there does not now exist any relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal. The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest. The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.

The Contractor shall not, at any time, recruit or employ any employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.

The Contractor, by submitting a bid, certifies that it has not had a contract with education organizations in State of Nebraska terminated early. If Contractor has had a contract terminated early within the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early.

Contractor 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 offer.

Contractor certifies that Contractor and Contractor's employees, officers, and associates directly involved in obtaining contracts with the State of Nebraska, ESUCC, or any subdivision of the state have not been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985

ESUCC may cancel any contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any employee of ESUCC with a view toward securing a contract or with respect to the performance of this contract. 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 ESUCC for demonstration or evaluation are not considered gratuities.

14) Exclusion of Persons with Criminal Record. ESUCC requires and Contractor agrees not to assign any individual or agent to perform any work under this contract on ESUCC property, any ESUCC Member's property, or a Nebraska school district's property with a criminal conviction of a serious nature as determined by ESUCC, including but not limited to any of the following convictions: (a) a felony; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. Contractor authorizes and gives consent, and agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement; to actively continue and implement this policy throughout the contract period and to require implementation of this policy by any subcontractors and/or agents involved by contractor in the performance of the contract.

15) Scrutinized Company. Pursuant to federal and state law, the Company hereby certifies that: (1) the Company is not a "scrutinized company" (as defined by state and federal law); (2) the Company will not subcontract with any "scrutinized company" for any aspect of the performance of this Agreement; and (3) that any products or services to be provided under this Agreement do not originate with any "scrutinized company."

B. Procedure for Processing Orders

ESUCC affiliated schools or members send their purchase orders both directly and electronically to the vendor, the vendor ships directly to the school/member, and direct bills the schools/members the cost of merchandise plus the ESUCC 2% administrative fee. Vendors must provide a quarterly report to ESUCC Cooperative Purchasing. The report will include: Date of sales, school name, ESU affiliation, selling price, list price and savings. The ESUCC Cooperative Purchasing administrative Fee of 2% will accompany each quarterly report.

C. Members Purchasing Under the Agency

ESUCC represents 17 Educational Service Units statewide who in turn service Nebraska school districts with over 300,000 students. ESUCC is authorized to coordinate purchases for public school districts, nonpublic school systems, other ESUs, and other public agencies, including any county, city, village, school district, or agency of the state government, any drainage district, sanitary and improvement district, or other Municipal Corporation or political subdivision of the State of Nebraska.

D. Procedure for Processing Orders

All purchase orders will be submitted directly from the purchasing entity to the vendor. ESUCC will not facilitate the processing of purchase orders unless the offering is service related. If it is a service related purchase then the purchase order shall be submitted by ESUCC.

E. Agencies Allowed to Purchase under the Member Agency

Purchases through ESUCC contracts are to be primarily for K-12. However other state entities may use the ESUCC contracts. All inquiries to purchase on the behalf of a non-profit group not in state statute or receiving state funding must be approved by ESUCC.

18. New Jersey, Educational Services Commission of New Jersey (ESCNJ)

Applicability of Contract Provisions to New Jersey Participants

ESCNJ is the AEPA Member Agency. Any entity that uses the contract awarded by ESCNJ under this document is referred to as a "New Jersey Participant." To be a New Jersey Participant the entity must be a member of the ESCNJ Cooperative Pricing System. The bidder that is awarded the contract by ESCNJ is referred to as the "Contractor."

Once a contract is awarded by ESCNJ, a New Jersey Participant may enter into a purchase order agreement directly with the Contractor. To the extent not otherwise described below or in this document, once a purchase order is issued by a New Jersey Participant to a Contractor, all of the provisions of the contract shall benefit and be enforceable by such New Jersey Participant, unless specifically identified as applying to ESCNJ only.

1. The Bidder by submitting its bid hereby declares that this Bid is made without any connection with any other person or person making any proposal for the same items, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by ESCNJ or a New Jersey Participant is directly or indirectly interested in the proposal or in the goods or services to which it relates, or in any portion of the profits there from.
2. **Event of default and termination of Contract:**
   ESCNJ shall have the right to cancel the contract based upon a default by Contractor. A New Jersey Participant shall have the right to cancel its purchase arrangement based on a default by the Contractor with regard to such purchase arrangement. In addition, ESCNJ and each New Jersey Participant reserves the right to withhold payments for goods and services that are not in compliance with the terms of the contract or if the Contractor is in default. Any of the following shall be a default under the contract: 1) The Contractor fails to adequately perform the services set forth in the contract; 2) Contractor fails to deliver all or any part of the goods, or delivers defective goods; 3) The Contractor fails to make progress in the performance of the contract and/or does not deliver within the agreed-upon schedules; 4) The Contractor fails to observe any of the terms and conditions of the contract, including, without limitation, assigning the contract and/or failing to deliver required insurance or performance bonds; 5) The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the New Jersey Participant; or 6) the Contractor has become insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days. ESCNJ and each New Jersey Participant shall follow the following procedure if the contract or purchase order is to be terminated:

   Step 1 - Issue a warning letter of concern outlining the violations and length of time to correct the problem(s). The length of time to correct the problem shall be determined by ESCNJ or the New Jersey Participant, as applicable, in its sole discretion, based on the problem.

   Step 2 - Issue a letter of intent to cancel the contract or purchase order, if the problem(s) is not resolved by the given date.

   Step 3 - Issue the letter to cancel contract or purchase order.

   Upon receipt of the written notice of concern, the Contractor shall have ten (10) business days to provide a satisfactory response to ESCNJ and the New Jersey Participant that provided the notices. Failure on the part of the Contractor to address adequately all issues or concerns may result in contract cancellation.

   The remedy to terminate and withhold payments is in addition to any other remedies ESCNJ and the New Jersey Participants may have. In the event of Contract termination by a New Jersey Participant, such New Jersey Participant's payment obligation shall cease as of the final date on which services in accordance with this Contract are last performed by the Contractor. Upon termination of this Contract under this section, the Contractor (and its surety) will be responsible for all of such New Jersey Participant's expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract.
3. **Assignment:**
   Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of its/his/her contractual duties to any other person, firm, or corporation, without the previous written consent of ESCNJ and any New Jersey Participant that has an outstanding open purchase order or financing arrangement. If the Contractor wants to assign its/his/her right to payment of the Contract, Contractor shall notify ESCNJ and any New Jersey Participant that has an outstanding open purchase order or financing arrangement immediately, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from its/his/her obligations or change the terms of the Contract.
4. **Indemnification:**
   Contractor shall indemnify, defend, keep and save harmless ESCNJ, each New Jersey Participant and its respective agents, officials, employees and volunteers (each an "Indemnified Party") against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses (including attorneys' fees) which result from, arise out of, or in connection with the performance, or breach of performance, under the Contract of Contractor and any of its/his/her employees, agents or personnel. The Contractor shall, at its/his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the Indemnified Party in any such action, the Contractor shall, at its/his/her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Party as herein provided.

5. **New Jersey** Participant Policies:
The Contractor must be familiar with a New Jersey Participant's policies or regulations which affect the services provided under this Contract and that have been or will be distributed during the term of this Contract. Policies and regulations include, but are not limited to, New Jersey Public Contracts Law, school district policies, municipality policies, charters school policies, and county ordinances.

As each board of education, municipality governmental agency, educational institution in the State of New Jersey may have or may be required to have individual policies and procedures for the procurement of goods and services; and as one of the aforementioned institutions/agencies may be dependent upon the policies/procedures of another institution or agency, it is required for the Contractor to be familiar with the policies of the New Jersey Participant that impact the purchase. In limited situations, there may be State statutes which govern the allowability of purchases to be reimbursed by State funding. The New Jersey Participant should obtain its own legal advice on these statutes prior to purchasing under a contract.

The following documentation will be required prior to the award of any contract for New Jersey Participants:

1. New Jersey Business Registration Certificate - Before award in NJ not at time of bid
2. New Jersey Contractors Registration Certificate (All time and material bids.) Before award in NJ not at time of bid
3. New Jersey Pay-to-Play Documentation (Political Contribution Disclosure)
4. Statement of Ownership (Ownership Declaration Certification)
5. New Jersey Mandatory Equal Employment Opportunity Language (Exhibit A)
6. New Jersey Mandatory Equal Employment Opportunity Language Construction Contracts (Exhibit B)- (All time and material bids.)
7. New Jersey Certificate of Authority (All time and material bids.)
8. Certification of Non-Debarment for Federal Government Contracts (All time and material bids.)
9. Equipment Certification Form (All time and material bids.)
10. Acknowledgement of the Contractor's/Vendor's responsibility to pay prevailing wage. http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html (Time and material bids.)
11. New Jersey Affirmative Action Questionnaire/Documentation (Certificate of Employee Information Report)
12. Prohibited Russia-Belarus Activities & Iran Investment Activities Form - Before award in NJ not at time of bid
13. Years of experience is not a criterion for the evaluation of bids to be awarded for the State of New Jersey. For additional informationvisitwww.nj.gov/dca/divisions/dlgs
14. W9
15. Certificate of Insurance with the ESCNJ named as insured and the bid title/# listed - Before award in NJ, not at time of bid
16. DPMC Notice of Classification- (All time and material bids.)
17. Total Amount of Uncompleted Contracts (All time and material bids.)
18. Americans with Disabilities Act of 1990
19. Statement of Suspension or Debarment Form
20. Sworn Contractor Certification; Qualifications Credentials (All time and material bids.)
21. Subcontractor Disclosure Statement (All time and material bids.)
22. Prevailing Wages Certification—Submission with Bid (All time and material bids.)
23. Pre-Qualification Affidavit/No Material Adverse Change (All time and material bids.)
24. Certificate of Authority (All time and material bids.)
25. Assurance of Compliance
26. Contractors licenses (All time and material bids.)
27. New Jersey School Development Authority (All time and material bids.)

6. **Performance Bonds:**
Each New Jersey Participant may require a performance bond in the case of services to be performed under the Contract if required. The Contractor shall furnish to the New Jersey Participant a Surety Performance Bond ("Performance Bond") with an option to renew each succeeding year of the Contract in a form satisfactory to the New Jersey Participant assuring the faithful performance of the Contract. The Bond shall be equal to one hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the New Jersey Participant and shall be continued for the life of the Contract in amounts equal to one hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the New Jersey Participant. The Contractor must send such Performance Bond to the New Jersey Participant prior to the commencement of any services under the Contract. Each such Performance Bond shall be furnished by a surety company acceptable to the New Jersey Participant and licensed or authorized to do business in New Jersey. Failure to deliver the bond shall be considered a default under the Contract, at the discretion of and upon notice by the New Jersey Participant.

7. **Governing Law:**

This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey without regard to its conflicts of laws principles.

8. **Financing Arrangements:**
Any financing arrangements (including lease purchasing arrangements) may be made directly between the Contractor and a New Jersey Participant or with the free ESCNJ Leasing Program. Financing arrangements may be subject to additional laws, rules and regulations, terms and conditions not described in this document and are subject to separate negotiation with each New Jersey Participant that is interested in such an arrangement. Each New Jersey Participant should seek its own legal advice prior to entering into a financing arrangement. ESCNJ must receive a report annually summarizing the executed lease purchases along with the summary of the customer purchases. ESCNJ will not collect lease payments or be involved in the terms and conditions of the Contractor lease. All lease arrangements are between the Contractor and the New Jersey Participant only.
9. **Affirmative Action:**
The Contractor/Vendor must have an employment policy that there shall be no discrimination against anyone on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation in the hiring, upgrading, demotions, recruitment, termination and selections for training, in any manner prohibited by the laws of the United States or of the State of New Jersey. The Contractor/Vendor further agrees to be an "affirmative action-equal opportunity employer." The Contractor/Vendor must provide one of the following: "Letter of Federal Affirmative Action Plan Approval", "Certificate of Employee Information Report" or a completed "Employee Information Report Form AA302" prior to award of bid.
10. **Independent Contractor:**
The Contractor shall not be held or deemed in any way to be the agent or employee of ESCNJ and/or a New Jersey Participant. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.
11. **Incorporation of Bid Documents:**
The bid documents, including all appendices executed by Contractor that have been accepted by ESCNJ (the "Bid") are specifically incorporated into this Contract.
12. **New Jersey Public Records Act:**
The Contractor acknowledges that ESCNJ and New Jersey Participants are subject to the New Jersey Public Records Act, New Jersey Public Contracts Law and information submitted to ESCNJ and/or such New Jersey Participants may be made available to the public under the provisions of this Act.

Marketing and Advertising under this Contract - applicable to Member Agency (ESCNJ) contract only:

1. Contractor agrees to provide ESCNJ with a copy or proof sheet of all advertisements, customer communications or promotional material for approval. Contractor will provide ESCNJ with date of release and name of publication, journal, etc. if applicable.
2. Contractor will include the approved ESCNJ logo, web address, bid #, bid title, bid term, NJ State Approved Co-op #65MCESCCPS and contact information in all print, electronic mail and other advertising and promotion intended for release in New Jersey.
3. The ESCNJ logo and information shall be of a clearly readable size and in appropriate proportion to other elements in the print material.
4. Contractor agrees to make available ESCNJ supplied brochures or other promotional materials on booths, tables, etc. of any or all exhibits for which the Contractor displays/participates at tradeshows, conventions and the like. Contractor will supply scheduled exhibit dates in advance.
5. Contractor agrees to insert the approved ESCNJ logo, web address, NJ State Approved Co-op #65MCESCCPS bid #, bid term and contact information on the Contractor's website promoting and providing a link to the ESCNJ website. Contractor will also provide ESCNJ with text, links and logos to be posted on the ESCNJ website.

B. **Procedures for Processing Orders**

1. Once the award is made to the Contractor, ESCNJ will inform the potential New Jersey Participants of the Contract, including a webpage dedicated to the contract on the ESCNJ website. At this point, the Contractor may directly contact any potential New Jersey Participant and any potential New Jersey Participant may directly contact the Contractor.
2. Purchase orders will not be accepted or processed by ESCNJ. All business will be contracted directly with the New Jersey Participant, which will issue a purchase order and provide payment for the applicable good or service directly to the Contractor.
3. The total cost of ESCNJ's program is funded through a 2.0% participation fee paid to ESCNJ quarterly by the participating Contractors. The administrative fee percentage is based upon the total sale or lease of goods and services, including installation, if included. This fee shall be included in all price quotations to New Jersey Participants and shall not be printed as a line item on the quotation.
4. Along with the participation fee, the Contractor will produce and provide to ESCNJ quarterly reports ending March 31, June 30, September 30 and December 31 throughout the contract period. The reports shall be in Microsoft Excel and be available in electronic form, shall identify the Contractor and the quarter being reported, shall be delivered to ESCNJ on the 15th of the month, shall include a minimum of the fields listed below and shall allow for sorting on any of these fields:
    1. Date of order.
    2. The name of the New Jersey Participant.

3. ESCNJ Bid Number
4. ESCNJ Co-op Number (New Jersey State Approved Cooperative Pricing System #65MCESCCPS)
5. List (or academic) price sales totals.
6. New Jersey Participant price sales totals.
7. New Jersey Participant savings totals to be sent to the ESCNJ in summary and to each individual New Jersey Participant.

5. Quarterly reports and administrative fee payments are to be made payable to ESCNJ and sent to ESCNJ, 1660 Stelton Road, Piscataway, NJ 08854, Attn: Bookkeeper, or such other address that ESCNJ will provide from time to time.
6. If no purchases are made in any given quarter, the Contractor shall remit a "No Activities" statement to ESCNJ for that quarter. The Contractor will also produce and provide to ESCNJ an annual summary report for all purchases made under each contract awarded by ESCNJ pursuant to this document for a period beginning with the award of the contract and ending December 31 and all consecutive annual periods, if the contract is extended.
7. New Jersey School Districts and other eligible New Jersey Participants are normally exempt from sales tax. The Contractor/Vendor should confirm this exemption and collect a tax-exempt letter from each New Jersey Participant.

C. Members Purchasing Under the Agency

There are 686 operating school districts in New Jersey and all are eligible for membership. No district is obligated to use these services. Additional New Jersey Participants may include other public educational institutions, public colleges or universities, community colleges, vocational or technical schools, municipal governments, and other governmental, quasi-governmental, or non-profit organizations. The ESCNJ Cooperative Pricing System currently has 1,400+ New Jersey Participants located in all 21 Counties of the State of New Jersey.

CONFLICTOF INTEREST

An ESCNJ employee (including independent contractors for purposes of this definition) placing an order or recommending a vendor must disclose any relationship with that vendor which would not be considered an "arms-length" or independent transaction. This disclosure must be made in writing to the Business Administrator and/or Chief Financial Officer for an evaluation. The Business Administrator and/or the Chief Financial Officer will respond to this disclosure in writing.

For a transaction to be considered "arms-length" or "independent", an ESCNJ employee should not be influenced, dependent upon, guided or controlled by a vendor into choosing that vendor, or item to purchase; nor should it appear to a third party that an ESCNJ employee made a purchasing decision which appears to be based upon a personal relationship between the ESCNJ employee and vendor.

The following are examples when a transaction is NOT considered arms-length or independent: (1) when there exists a personal relationship between an ESCNJ employee and a vendor, (2) when there exists the potential for a personal benefit to an ESCNJ employee, or (3) the parties to a business deal are dependent upon one another for "something" other than the purchase itself.

The Contractor shall disclose any relationship with an ESCNJ employee that would not be considered an "arms-length" or independent transaction, as described above. This disclosure must be made in writing to the Business Administrator and/or the Chief Financial Officer for an evaluation. The Business Administrator and/or the Chief Financial Officer will respond to this disclosure in writing.

In addition, the Contractor shall, if given a copy of the potential New Jersey Participant's conflict of interest policy, follow the process in that policy, or otherwise disclose to a potential New Jersey Participant any relationship that would not be considered an "arms-length" or independent transaction with that New Jersey Participant, as described above. This disclosure must be made in writing to the chief official (for example, the Superintendent at a board of education) at the potential New Jersey Participant.

Determination of the existence of a conflict of interest does not prohibit ESCNJ and/or a New Jersey Participant from entering into the contract and purchase order, respectively.

American Goods - American Goods Clause—N.J.S.A. 18A:18A-20 - American goods and products to be used where possible
All contracts for work for which it will pay any part of the cost or work which by contract it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, to be used in such work.

Anti-discrimination - All parties to any contract with the ESCNJ agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. l0:5-1 et seq. and N.J.S.A. l0:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

Debarment/Suspension - N.J.A.C. 17:19-1.1 et seq. The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred) or the Federal System for Award— SAM (www.state.nj.us/treasury/debarred) or the Federal System for Award—SAM

For Time and Material bids - DPMC - There is a non-refundable fee of $100.00 which must be submitted to the State with your application. All payments must be made on company checks (no-cash) made payable to "Treasurer, State of New Jersey". No

application will be processed without the fee. If you have any questions, please contact the Contractor Classification unit by accessing the DPMC web site at www.state.nj.us/treasury/dpmc/ NOTE: It is suggested that a photocopy of this completed form be retained for your records. Please submit the completed application and all required documentation to the Treasurer, State of New Jersey. Upon review and approval of this application, your firm will be notified by mail of the effective and expiration dates, type of work, and rating assigned to your firm. Please submit your certificate with your bid package.

Any contractor who submits a bid for a public works contract the amount which exceeds **$20,000**, pursuant to N.J.S.A. 18A:18A- 26, 27 et seq., shall be classified by the Department of Treasury, Division of Property Management (DPMC) as to the type of work and trades (character) and the aggregate rating (amount) of public work they are qualified to submit bids.

The ESCNJ may only accept bids from contractors that are qualified.

Notice of Classification—DPMC-27
The Notice of Classification is a document issued by the DPMC that provides the following information about the qualified contractor:

- Trade(s) classification held by the contractor

The contractor is classified by the trade and trade number as found in Form DPMC-27. For example

Trade Number	**Trade**
C030	Plumbing
C032	HVACR

The contractor is therefore qualified to submit bids (exceeding $20,000) to the board of education that pertain to plumbing and heating, ventilation, air conditioning and refrigeration.

For Time and Material Bids Equipment Certification 18A:18A-23. A certificate showing that the bidder owns, leases, or controls all the necessary equipment required by the plans, specifications and advertisements under which bids are asked for and if the bidder is not the actual owner or lessee of any such equipment, his certificate shall state the source from which the equipment will be obtained, and shall be accompanied by a certificate from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

For Time and Material bids - Total Amount of Uncompleted Contracts - DPMC 701
This document is completed by the contractor submitting a bid, on the form provided by the DPMC. The document lists the amount of uncompleted contracts held by the contractor and a certification that the amount of uncompleted contracts, added to the bid amount for the ESCNJ Participant project, does not exceed the Aggregate Amount rating as assigned by the DPMC.

For Time and Material bids - Pre-Qualification Affidavit/No Material Adverse Change
Pursuant to N.J.S.A. 18A:18A-32, no bidder is qualified to bid on any public work contract unless they provide an affidavit that there has been no material adverse change in his qualification information pursuant to N.J.S.A. 18A:18A-28.

For Time and Material bids - Prevailing Wages Certification; Alterations and repairs - The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable statewide wage rates and for the wage rates for the county of the location of the New Jersey Participant, as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56- 25 et seq. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed at http://lwd.dol.state.nj.us/ the Prevailing Wages Determination Section.

For Time and Material bids - Compliance with New Jersey Prevailing Wage Act
Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

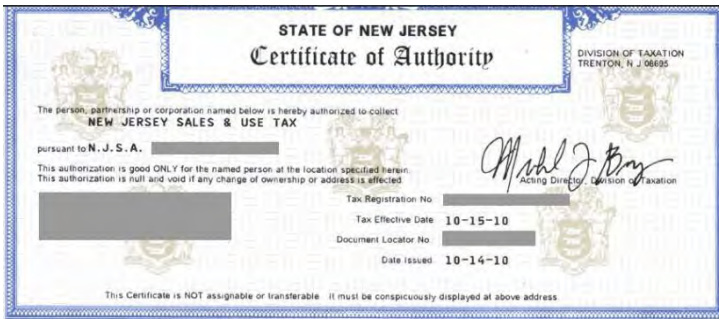
For Time and Material bids - Certified Payrolls
Every contractor agrees to submit to the New Jersey Participant a certified payroll for each payroll period within ten (10) days of the payment of wages. The contractor further agrees that no payments will be made to the Contractor by the New Jersey Participant, if certified payrolls are not received by the New Jersey Participant. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.

For Time and Material bids - Submission of Affidavit
Before final payment, the contractor shall furnish the New Jersey Participant with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

For Time and Material bids – Certificate of Authority

All bidders are to submit their Sworn Contractor Certification, a current valid "Certificate of Authority" as issued by the New Jersey Department of Treasury. Reference—N.J.S.A. 18A:7G-37.

Sample Certificate of Authority


STATE OF NEW JERSEY
Certificate of Authority
DIVISION OF TAXATION
TRENTON, N.J. 08695
The person, partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX
pursuant to N.J.S.A. [redacted]
This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.
Acting Director, Division of Taxation
[redacted]
Tax Registration No. [redacted]
Tax Effective Date 10-15-10
Document Locator No. [redacted]
Date Issued 10-14-10
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

For Time and Material bids – <u>Contractor Trade Licenses</u>
All bidders are to submit with their proposal all current, valid contractor or trade licenses as issued by the New Jersey Division of Consumer Affairs, for any trade or specialty area the contractor seeks to perform work for this particular proposal.

Sample Contractor Trade License

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.
NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE
State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Division of Consumer Affairs
HAS REGISTERED
ABC CONSTRUCTION
123 YOUR BLOCK
ANYTOWN USA
FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor
11/01/2013 TO 12/31/2014
VALID
1234567890123
LICENSE/REGISTRATION/CERTIFICATION #
Signature of Licensee/Registrant/Certificate Holder
DIRECTOR

For Time and Material bids – Contractor's Registration evidence "Public Works Contractor Registration Act"

A. <u>Valid Certificate – Receipt of Bid</u>

All Contractors must adhere to the provisions of the Public Works Contractor Registration Act - N.J.S.A. 34:11-56.48 et. seq. The PWCRA requires that "*No contractor shall bid on any contract for public work as defined in N.J.S.A.34:11-56.26 unless the contractor is registered pursuant to this act."* The law requires that all contractors and sub-contractors named in the proposal possess a valid certificate at the time the proposal is received by the contracting unit, in this case the ESCNJ.

B. <u>Submission of Certificate – Receipt of Bid; Prior to Award--Mandatory</u>

All bidders are requested to submit with the bid package or prior to the award of contract, a current Public Works Contractor Registration Certificate that was issued prior to the receipt of the bid.

The vendor(s) who is deemed to receive the contract award must submit a copy of the current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Certificate, and if applicable, copies of certifications of all listed subcontractors, prior to the award of contract. **If the successful vendor fails to provide copies of certificates prior to the award of contract, the bid shall be rejected as non-responsive.**

For more information contact:

Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor & Workforce Development
PO Box 389
Trenton, New Jersey 08625-0389
Tel: 609-292-9464
Fax: 609-633-8591
E-mail: wage.hour@dol.nj.gov
Web site: lwd.dol.state.nj.us/labor/wagehour/content/contact_us.html

For Time and Material bids – NJSDA Prequalification---Pursuant to N.J.S.A. 18A:7G-33, all contractors bidding on any contract for a School Facilities Project as defined in N.J.A.C. 6A:26-1.2, shall be prequalified with the New Jersey School Development Authority in the major construction trades listed in N.J.S.A. 18A:7G-33. Bidders will have to submit a Sworn Contractor Certification attesting to the NJSDA prequalification. Named subcontractors shall also be pre-qualified with the NJSDA—N.J.A.C. 6A:26-4.7 (b) (3).

Maintenance Projects—Contractors are reminded that maintenance projects solely to achieve the design life of a school facility and routine maintenance do not constitute a school facility project and therefor NJSDA prequalification is not a requirement. Reference N.J.A.C. 6A:26-1.2002E

For Time and Material bids – Sworn Contractor's Certification - (Bidder's Certification)
Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials. **Failure to complete, sign and submit the certification shall lead to the bid being rejected.**

Term of Contract and Extensions: Multiyear contracts – 18A:18A-42
All contracts for the provision of goods or services shall be awarded for a period not to exceed 24 consecutive months, except that contracts for professional services pursuant to paragraph (1) of subsection a. of N.J.S.18A:18A-5 shall be awarded for a period not to exceed 12 consecutive months. Any Board of Education may award a contract for longer periods of time for the listed goods/services as stated in 18:A-18A-5. Any contract for services other than professional services, the statutory length of which contract is for three years or less, may include provisions for no more than one two-year, or two one-year extensions, subject to the following limitations: a. the contract shall be awarded by resolution by the ESCNJ Board Members upon a finding by the ESCNJ that the services are being performed in an effective and efficient manner; b. no such contract shall be extended so that it runs for more than a total of five consecutive years; c. any price included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and d. the terms and conditions of the contact remain substantially the same. All multiyear leases and contracts entered into pursuant to this section, including any two-year or one-year extensions, except contracts for insurance coverages, insurance consultant or administrative services, participation or membership in a joint self-insurance fund, risk management programs or related services of a school board insurance group, participation in an insurance fund established by a county pursuant to N.J.S.40A:10-6 or contracts for thermal energy authorized pursuant to subsection a. above and contracts for the provision of performance of goods and services to promote energy conservation through the production of I renewable energy, authorized pursuant to subsection o. of this section, shall contain a clause making them subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation, or contain an annual cancellation clause. All contracts shall cease to have effect at the end of the contracted period and shall not be extended by any mechanism or provision, unless in conformance with the "Public School Contracts Law" N.J.S.18A:18A-1et seq., except that a contract may be extended by mutual agreement of the parties to the contract when a board of education has commenced rebidding prior to the time the contract expires or when the awarding of a contact is pending at the time the contract expires.

19. **New Mexico, Cooperative Educational Services (CES)**

The following are terms and conditions that apply to CES Members' and Participating Entities' use of products, services and/or construction services procured by this Request for Proposal (RFP) or Request for Bid (RFB). By making use of any products, services and/or construction services procured by this RFP or RFB, the Member or Participating Entity agrees to the following conditions.

Use Conditions

1. The contract terms to be followed by the Contract Holder are those contained in the above referenced RFP or RFB, and Contract Holder will agree to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP or RFB. Contract Holder will agree that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members or Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

2. CES Member or Participating Entity acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. A CES Member or Participating Entity may place purchase orders for Products, Services and/or Construction Services und with the contract holder or in the case of construction CES which, in turn, shall place the purchase order with the Contract Holder. However, any resulting contract between the Contract Holder and a CES Member or Participating Entity does not create any additional obligations on the part of CES.

3. For transactions which involve CES transmitting purchase orders from a Member or Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the Member or Participating Entity in accordance with CES Member or Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES. For purchase orders sent directly to the contract holder or purchase orders sent by CES to the contract holder, CES also volunteers to provide informal mediation services between Contract Holder and CES Member or Participating Entity in the event any dispute arises between them.

4. For purchase order sent to contract holder by CES, upon CES' receipt of funds from the CES Member or Participating Entity, CES has shall apply those funds only as instructed by CES Member or Participating Entity. CES shall incur no liability to CES Member or Participating Entity except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services. Performance is the sole responsibility of Contract Holder.

5. CES Member or Participating Entity agrees that it will not assert any claim against CES in the event a dispute arises regarding the alleged failure of Contract Holder or a CES Member or Participating Entity to perform as provided for any purchase order or other contract between Contract Holder and a CES Member or Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

6. Any liability alleged to lie with CES shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

DEFINITIONS AND TERMINOLOGY:

For the purposes of this solicitation the following terminology shall be defined as indicated below:

"Agency", "CES Eligible Agency" and "Eligible Agency" are defined as a CES Member, Participating Entity and other entities that may utilize any contract created through this solicitation. Therefore, Agency, CES Eligible Agency, Eligible Agency, Member and Participating Entity are interchangeable.

AEPA" is defined as Association of Educational Purchasing Agencies as the agency that conducts and performs procurement activities on behalf of CES and CES Agencies in accordance with a CES Joint Power Agreement, and/or a Cooperative Purchasing Agreement and CES policies and procedures.

"Offeror" is defined as contractor, contract holder, vendor, or supplier and can be used interchangeable.
"**Cooperative Educational Services"** is defined as "CES", "CES Members and Participating Entities". Therefore, CES, Members and Participating Entity are interchangeable.

"Buyer": as used in this solicitation (RFP) is defined as "CES" as the agency that conducts and performs procurement activities on behalf of CES Agencies in accordance with a CES Joint Power Agreement, and/or a Cooperative Purchasing Agreement and CES policies and procedures.

CES Members: Are the parties to the CES Joint Powers Agreement (JPA) and consist of public educational institutions within the State of New Mexico and include public school districts as defined in NMSA 1978, § 22-1- 2, State Institutions as defined in NMSA 1978, § 22-1-2, State Educational Institutions defined under Article XII, Section 11 of the New Mexico Constitution, most of the community colleges defined by the "Community College Act" as defined in NMSA 1978, § 21-13-1 et seq., their branch community colleges as defined in NMSA 1978, § 21- 14-1 et seq., technical and vocational institutes defined in NMSA 1978, § 21-16-1, area vocational schools defined in NMSA 1978, § 21-17-4, off campus community colleges or instructional facilities as defined in NMSA 1978, § 21- 14A-1, charter schools as defined in NMSA 1978, § 22-8A-1, Regional Center Cooperatives as set forth in Section 22-2B-1 et seq., and 638 schools and grant schools. Each public educational institution is authorized by its governing body and the Procurement Code NMSA 1978, § 13-1-135 to enter into cooperative purchasing agreements, pursuant to NMSA 1978, § 11-1-1 and Sec. 108 of Ch. 65 of the Laws of 1984 (The Procurement Code).

CES Participating Entities: Are defined as public agencies and/or organizations classified as follows that may participate in and purchase tangible personal property, professional, non-professional and construction services through their cooperative purchasing agreement with CES.

a) Federal Agency [25 USC 3001 (4)] is defined as any department, agency, or instrument 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.
b) State Agency NMSA 1978, § 13-1-190 is defined as any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution, or office of the executive, legislative, or judicial branch of the government of this State. "State agency" includes the purchasing division of the General Services Department (GSD) and the state purchasing agent but does not include local public bodies.
c) Local Public Body [NMSA 1978, § 13-1-67] is defined as a political subdivision of the State and the agencies, instruments, and institutions thereof, including: two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code [NMSA 1978, § 13-1-28].
d) 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.

CES Regions: New Mexico is a large state geographically. For this solicitation (RFP), CES is dividing the State into eight (8) service regions. Offerors will be required to indicate within their response to which of these service regions of the State they wish to provide services, and prioritize the areas, in order, that their firm intends to concentrate its efforts, if given an award. The first eight (8) service regions are listed below with the Public-School Districts located in each. Any public educational institution, i.e., BIA schools, charter schools, colleges, universities, community colleges or participating entities physically located within these regions are considered as part of that region.

1. **Region One (1)** – Aztec, Bloomfield, Central, Dulce, Farmington, Gallup-McKinley, and Zuni School Districts; Navajo Preparatory School, Pine Hill Schools, San Juan College, Shiprock Associated Schools, and University of New Mexico - Gallup Branch
2. **Region Two (2)** – Chama Valley, Cuba, Española, Jemez Mountain School, Los Alamos, Mesa Vista, Pecos, Peñasco, Pojoaque Valley, Questa, Santa Fe and Taos School Districts; New Mexico School for the Deaf, Northern New Mexico College, Santa Fe Community College, Santa Fe Indian School, University of New Mexico- Los Alamos Branch, and University of New Mexico – Taos Branch
3. **Region Three (3)** – Cimarron, Clayton, Des Moines, Las Vegas City, Maxwell, Mora, Mosquero, Raton, Roy, Santa Rosa, Springer, Wagon Mound and West Las Vegas School Districts; Luna Community College and New Mexico Highlands University
4. **Region Four (4)** – Albuquerque, Belen, Bernalillo, Estancia, Grants-Cibola, Jemez Valley, Los Lunas, Magdalena, Moriarty-Edgewood, Mountainair, Quemado, Rio Rancho, Socorro, and Vaughn School Districts; Alamo Navajo School, New Mexico CFYD, New Mexico Institute of Mining and Technology, New Mexico State University at Grants, University of New Mexico and University of New Mexico - Valencia Campus
5. **Region Five (5**) – Clovis, Dora, Elida, Floyd, Fort Sumner, Grady, House, Logan, Melrose, Portales, San Jon, Texico, and Tucumcari School Districts; Clovis Community College, Eastern New Mexico University and Mesalands Community College
6. **Region Six (6)** – Artesia, Carlsbad, Dexter, Eunice, Hagerman, Hobbs, Jal, Lake Arthur, Loving, Lovington, Roswell, and Tatum School Districts; Eastern New Mexico University-Roswell, New Mexico Junior College, New Mexico Military Institute and New Mexico State University at Carlsbad
7. **Region Seven (7)** – Alamogordo, Capitan, Carrizozo, Cloudcroft, Corona, Hondo Valley, Ruidoso, and Tularosa

School Districts; Mescalero Apache School, New Mexico School for the Blind and Visually Impaired, New Mexico State University at Alamogordo

8. **Region Eight (8)** – Animas, Cobre, Deming, Gadsden, Hatch Valley, Las Cruces, Lordsburg, Reserve, Silver and Truth or Consequences School Districts; New Mexico State University and Western New Mexico University

Contract: Any agreement for the procurement of items of tangible personal property, construction, professional services and other services.

Contractor: An Offeror who has been awarded a contract for delivery of items of tangible personal property, professional services and other services.

Cooperative Procurement: Is authorized under NMSA 1978 § 13-1-135 and this contract is based on the need for CES to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing for Public Educational Institutions, Participating Entities, Local Public Bodies, and other external procurement units.

Cooperative Procurement Agreement: Is an agreement between CES and a Participating Entity for establishing the procurement method by which Participating Entities may join in cooperative multi-jurisdictional contract to ensure the commitment of each Participating Entity. Further, the Agreement provides an understanding of the contracting process and the organization and operation of this purchasing cooperative (CES).

New Mexico Gross Receipts Tax (NMGRT): Taxes for non-professional and professional services, software and licensing agreement, construction services, leasing, and selling of real property.

Prime Contractor: Any Contractor paid directly by CES or its Member and Participating Entity is a prime contractor; a subcontractor is paid by the prime contractor. Prime contractors using subcontractors are responsible for all actions of their subcontractors.

Procurement Code: NMSA 1978, §§ 13-1-21 through 13-1-199 may be cited as the "Procurement Code".

Work for Hire: A work for hire, or work made for hire, refers to works whose ownership belongs to a third party rather than the creator.

CES GENERAL TERMS AND CONDITIONS:

Acceptance of Delivered Services: The CES Member or Participating Entity will be the determining judge of whether materials and services delivered under the contract satisfy the requirements as identified in the contract order. If there is a dispute between the Offeror and the CES Member or Participating Entity, CES will make the final determination.

Accounts Payable: This is the amount owed to an Offeror by CES or the CES Member/Participating Entity due to an accepted delivery of products or services by a CES Member/Participating Entity pursuant to a contract executed as a result of this solicitation.

Administrative Fee: CES' two percent (2%) administrative fee must be included in the Offeror's net price for all services and deliverables (material, labor rates, reimbursable, New Mexico Gross Receipts Tax (NMGRT), and other fees/charges) that are invoiced to CES' member. The CES administrative fee will be paid by the Offeror to CES once payment is received from the CES or CES Member or Participating Entity according to the payment schedule established by CES.

Applicable Law: Any contract executed as a result of this solicitation will be governed by the laws of the State of New Mexico, both as to interpretation and performance. Suits pertaining to this contract can be brought only in courts in the State of New Mexico. Offerors doing business with CES must be in compliance with the Federal Civil Rights Acts of 1964 and Title VII of that Act, Rev. 1979. All work under any contract entered into as a result of this solicitation will be done in strict accordance with the most recent edition of any relevant regulation, standard, document or code that relates to these laws. Where conflict among the requirements or with these specifications exists, the most stringent requirement will be used.

Arbitration: Any contract executed as a result of this solicitation which requires arbitration, is subject to the extent required by the New Mexico Uniform Arbitration Act, Sections 44-7A-1 to 44-7A-32 NMSA 1978.

Assignment: No right or interest in any contract executed as a result of this solicitation will be assigned or transferred by the Offeror without notification and approval to AEPA and CES, and no delegation of any duty of the Offeror will be made

without notification to AEPA and CES.

Assignees, Mergers, Dissolution and Successors: The Offeror agrees that during the term of the contract, it will adhere to the terms and provisions of said contract. The parties will be bound by and inure to the benefits of the successors and the respective parties involved. The surviving, resulting, or transferred business structure shall:

A. Qualify to do business in the State of New Mexico and holds the appropriate licenses, registrations, etc.;
B. Agree in writing to perform all of the existing and future obligations of the original Offeror's CES Contract.
C. Provide CES with all of the documents required for said assignment, merger or dissolution for the CES procurement file.

Assignment of CES Payments: If the Offeror requests that its payment from CES, its Members or Participating Entities be issued to a third party or that a joint check be issued to the Offeror and a third party, this request must be submitted and approved by CES prior to the Offeror accepting a purchase order. CES reserves the right to assess a special handling charge of Thirty-Five Dollars ($35) per check. The special handling charge will be deducted from the amount of the invoice being paid.

Audit Rights: In accordance with applicable State of New Mexico and federal law, the Offeror's books and records related to any process and/or activity that occurs as a result of a contract executed as a result of this solicitation may be inspected by CES and/or the New Mexico State Auditor. Offeror must retain payment records received from CES for a period of (3) years from the date of final payment.

Authority: Any executed contractual agreement, is issued under the New Mexico Procurement Code, CES Board Policies, and CES Procurement Guidelines.

Billing/Invoicing: Upon acceptance of the delivery of goods and/or services, the Offeror will invoice, either CES or the CES Member/Participating Entity, referencing the purchase order number issued. If CES issues the purchase order, the CES Member's/Participating Entity's name must be on the invoice. The Offeror will only issue invoices to CES, CES Member or Participating Entity from which the purchase order was issued. The Offeror will only accept a purchase order from a Member or Participating Entity in accordance with the CES Direct Purchase process. Goods and services will be invoiced at the current contract pricing on file with CES. At a minimum, the invoice must include: the CES contract number, the hourly rate or the catalog/list unit price, the CES discount and the final CES price. All pricing must include the CES AEPA administrative fee of two percent (2%) or lower fee negotiated by CES embedded into the final CES price. Except for adding shipping or freight costs, the invoice amount cannot exceed the amount of the CES or CES Member/Participating Entity purchase order total. New Mexico Gross Receipts Tax (if applicable) must be shown as a separate line.

Bonds: Bid, Performance and or Payment Bonds, if required, are to be issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code and be a surety listed in the US Treasury Circular 570.

Bribes, Gratuities and Kickbacks: The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities, and kickbacks.

Campaign Contribution Disclosure Form: Documents used to disclose whether they, a family member, or a representative of the prospective Offeror has made a campaign contribution to an applicable public official of the State or a local public body during the two years prior to the date on which the Offeror submits a proposal (NMSA 1978, § 13-1-191.1). Prior to the Offeror entering into a contract with an individual CES Agency, the Offeror must provide the CES Member or Participating Entity with a Campaign Contribution Disclosure Form.

CES eProcurement System: CES has online procurement and contract management system called CES eProcurement System. This system allows CES to manage Bid and RFP submission, contract holder's business and contract information, all into one web-based application. If recommended for a contract award, the bidder or offeror will need to create a user profile for their company in the CES eProcurement System. This allows CES to maximize the efficiencies of the contract and solicitation process through a web-based solution.

Confidential Information and Disclosure of Proposal Contents: For the purposes of this procurement, the provisions of the "New Mexico Inspection of Public Records Act NMSA 1978, Chapter 14, Article 2, will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded, that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the New Mexico Inspection of Public Records Act for further clarification.

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse. The Offeror must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "CONFIDENTIAL" in order to claim protection, if any, from disclosure. Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL" within the required electronic submission.

The CES Procurement Manager will review the statement and will determine in writing whether the information will be withheld. If the Procurement Manager determines that the information should be disclosed, the Offeror will be informed in writing of such determination and, should the Offeror object in writing within five (5) days after notification thereof, no disclosure will be made, and the bid or RFP may be rejected.

Confidential Information Disclosure: Any confidential information provided to the Offeror by CES, its Members or Participating Entities or developed by the Offeror based on information provided by CES, its Members or Participating Entities in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Offeror without the prior written approval of CES, its Members or Participating Entities. Upon termination of this Agreement, Offeror shall deliver all confidential material in its possession to CES, its Members, or Participating Entities within thirty (30) business days of such termination. Offeror acknowledges that failure to deliver such confidential information to CES, its Members, or Participating Entities will result in direct, special, and incidental damages.

Conflict of Interest: Any contract executed related to this solicitation is subject to cancellation by CES if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of a CES Member or Participating Entity is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or as a consultant to any other party of the contract with respect to the subject matter of the contract.

Conflict of Interest - Disclosure of Employment: Offerors submitting proposals will disclose any and all owners, contractors, or employees who are active employees of CES or are immediate relatives of an employee of CES.

Contract: Any agreement for the procurement of items of tangible personal property, construction, professional services and other services.

Contract Award: CES reserves the right to make single or multiple awards or to reject one or all of the contract recommendations made by Educational Purchasing Agencies (AEPA). All contract awards with CES are based upon the terms, conditions, scope of work and specifications contained in AEPA solicitation and CES General and Construction Terms and Conditions. All solicitation documents and responses become the basis for a CES contract. A contract will be executed between CES and the AEPA Offeror(s) and shall become a binding agreement upon signatory approval by all parties.

Contract Month-to-Month Extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interest of CES, its Members, and Participating Entities but, in any case shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150 and the Association of Educational Purchasing Agencies (AEPA).

Contract Non-Exclusive: Any contract resulting from this solicitation with the understanding and agreement that it is for the sole convenience of CES, its Members or Participating Entities in New Mexico. CES reserves the right to obtain like goods and services from another source when necessary.

Contract Term and Extension: The contract term shall be for up to four (4) calendar years and shall continue until terminated, canceled, or extended by either CES or Association of Educational Purchasing Agencies (AEPA). CES reserves the right to renew the Agreement through a written amendment signed by all required signatories but, in any case shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150. "Perpetual" Software Licensing Service Agreements executed under any contract awarded as a result of this solicitation are subject to the provisions of NMSA 1978, § 13-1-150.

Contract Type: Subject to the limitations of Sections 123 through 127 [13-1-150 to 13-1-154 NMSA 1978] of the Procurement Code, any type of contract, including but not limited to definite quantity contracts, indefinite quantity contracts and price agreements, which will promote the best interests of CES, CES Members and Participating Entities may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited except for the purchase of insurance. A cost-reimbursement contract may be used when such contract is likely to be less costly or it is impracticable to otherwise obtain the services, construction or items of tangible personal property required. NMSA 1978 § 13-1-149.

Credit Hold: The Offeror must agree not to place CES, its CES Member/Participating Entity on "credit hold" without ten days advanced notice in writing, either by e-mail, letter, or facsimile. Before CES can pay an Offeror's invoice, it must collect payment from the CES Member/Participating Entity that received the product. CES believes it is better for the Offeror if CES places the slow-paying agency on "credit hold". If an Offeror places CES on "credit hold," agencies that pay promptly are penalized. If, on the other hand, CES places the offending agency on "credit hold", payment is more likely to result and only the offender is punished. When it involves a direct purchase from a CES Member/Participating Entity, the contract holder agrees to copy CES on all collection correspondence.

Data Ownership of Materials, and Privacy: The terms of this section apply if Offeror receives, has access to or analyzes CES or CES Member/Participating Entity's data. As between the parties, CES or the CES Member/Participating Entity will own, or retain all of its rights in, all data and information provided by CES or the CES Member/Participating Entity to the Offeror, as well as all data and information managed by Offeror on behalf of CES or the CES Member/Participating Entity, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to any agreement generated through this solicitation, even if generated by the Offeror, as well as all data obtained or extracted through CES or the CES Member/Participating Entity or Offeror's use of such data or information. CES or the CES Member/Participating Entity's data includes all data and information provided directly to the Offeror.

All CES or CES Member/Participating Entity data will be CES's or the CES Member/Participating Entity's Intellectual Property (IP) and Offeror will treat it as "Confidential Information". Offeror will not use access, disclose, or license, or provide to third parties, any CES or CES Member/Participating Entity data, except to fulfill the obligations of the Contract IP. Without limitation, the Offeror will not use any CES or CES Member/Participating Entity data whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstration, without in each case, CES or the CES Member/Participating Entity's prior written consent. Offeror will not, directly or indirectly attempt to re-identify or de-aggregate, de-identified or aggregated information; or transfer de-identified and aggregated information to any third party.

Default in One Installment to Constitute Total Breach: Offeror will deliver conforming materials in each installment, or lot of any contract; and may not substitute nonconforming materials. CES reserves the right to declare a breach of contract if the Offeror delivers nonconforming materials to any CES Member or Participating Entity under this contract.

Debarment Disclosure: If the Offeror has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall include a letter with its response identifying the name and address of the governmental 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. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Offeror, including the details enumerated above. A response from an Offeror who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of an Offeror to disclose a debarment or suspension in accordance with this section may result in their response being disqualified for award of the solicitation.

Defective Goods: Every tender of materials must fully comply with all provisions of this solicitation and resulting contract. If tender is made which does not fully conform, this will constitute a breach, and Offeror will not have the right to substitute a conforming tender without written consent of all parties involved. Offeror agrees to pay for return shipment on goods that arrive in a defective or non-operable condition as determined by the CES Member or Participating Entity. Offeror agrees to arrange for return shipment of damaged goods at no cost to the CES Member or Participating Entity.

Delivery of Goods and Services: Offeror agrees to supply and deliver the Goods or Services to CES, its Members or Participating Entities and to perform the Services, as applicable per the scope of work. Offeror shall, at its own expense, pack, load, and deliver Goods or Services to the Delivery Point and in accordance with the delivery terms, shipping, packing, and other instructions printed on the CES or CES Member or Participating Entity purchase order or otherwise provided to the Offeror by CES, its Members or Participating Entities in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the purchase order or otherwise agreed to in writing by CES, its Member or Participating Entity.

Offeror must immediately notify CES, its Members or Participating Entities if Offeror is unable to meet a Delivery Date. At any time prior to the Delivery Date, CES, its Members or Participating Entities may, upon notice to Offeror, cancel or change a Purchase Order, or any portion thereof, for any reason, including, without limitation, for the convenience of CES, its Members or Participating Entities or due to failure of Offeror to comply with this Agreement, unless otherwise noted.

Title and risk of loss or damage shall pass to CES, its Members or Participating Entities upon receipt of Goods at the Delivery Point, unless otherwise agreed to by the CES, its Members or Participating Entities in writing. CES, its Members or Participating Entities has no obligation to obtain insurance while Goods are in transit from Offeror to the Delivery Point.

Descriptive Literature and Brand Names: Contractor**,** as required by CES, its Members or Participation Entities include a complete set of the manufacturer's descriptive literature regarding the equipment and software offered. Brand names, trade names and/or catalog numbers are intended to describe and identify equipment and software.

Electronic Data: The product and service provider must be willing and capable of providing to the CES and its Member or Participating Entity, upon request, documents i.e., proposals, communications, test results, reports, design/as-built drawings, presentations, specifications, etc. in an acceptable electronic format as approved by CES or CES Member or Participating Entity.

Estimated Quantities: CES does not guarantee quantities or usage. Usage depends on the actual needs of the CES Members/Participating Entities.

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor 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 either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; pandemics; lockouts; injunctions-interventions-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 force majeure 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 this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

Indemnification: To the fullest extent permitted by law, Offeror shall, defend, indemnify and hold harmless CES, its Members, its Participating Entities, its officers and employees, against any and all liability, claims, demands, actions, damages, losses, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, government action and all expenses, including attorneys' fees and litigation expenses, demands or expenses asserted by a third-party, caused by, or resulting from, Offeror's and/or its employees, act(s) or omissions(s) while Offeror, and/or its employees, perform(s) or fails to perform its obligations and duties under any agreement entered into as a result of this solicitation or acts or omissions occurring outside of said agreement. Any equipment or facilities damaged by Offerors' operation shall be repaired and/or restored to their original condition at Offerors' expense. Offeror shall at all times during the life of the contract entered into as a result of this solicitation keep in force the minimum liability insurance limits as outlined in this solicitation. Failure to maintain current coverage in the amounts stated may result in termination of any agreement entered into as a result of this solicitation CES shall be named as a co- insured on the insurance policy and the policy shall provide that the policy cannot be modified or cancelled without the approval of CES. "This provision shall survive any termination of any Agreement entered into as a result of this solicitation Offeror will promptly advise CES in writing of any action, administrative or legal proceedings or investigation as to which defense and indemnification shall apply."

Indemnification Intellectual Property: The Offeror shall defend, at its own expense, CES, its Members and Participating Entities against any claim that any product or service provided under this Agreement infringes any patent, copyright, or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against CES, its Members and Participating Entities based upon Offeror's trade secret infringement relating to any product or services provided under this Agreement, the Offeror agrees to reimburse CES, its Members and Participating Entities for all costs, attorneys' fees, and the amount of the judgment. To qualify for such defense and/or payment, CES, its Members and Participating Entities shall:

1) Give the Offeror written notice, within forty-eight (48) hours of its notification of any claim;
2) Allow the Offeror to manage the defense and settlement of the claim as permitted by law; and
3) Cooperate with the Offeror, in a reasonable manner, to facilitate the defense or settlement of the claim. CES, its Members, and Participating Entities Rights: If any product or service becomes, or in the Offeror's opinion is likely to become, the subject of a claim of infringement, the Offeror shall, at its sole expense:
    a) Provide CES, its Members and Participating Entities the right to continue using the product or service and fully indemnify CES, its Members and Participating Entities against all claims that may arise out of CES, its Members

and Participating Entities use of the product or service;

b) Replace or modify the product or service so that it becomes non-infringing; or

c) Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Offeror. The Offeror's obligation will be void as to any product or service modified by CES, its Members and Participating Entities to the extent such modification is the cause of the claim.

Intellectual Property Ownership (Work for Hire): All Intellectual Property (IP) that Offeror or any of the Offeror's Parties make, conceive, discover, develop or create, either solely or jointly with any other person or persons including CES or a CES Member/Participating Entity, specifically for or at the request of CES or a CES Member/Participating Entity in connection with an Agreement (Contract IP) will be owned by CES or the CES Member/Participating Entity. Intellectual Property means all CES or CES Member/Participating Entity Data, any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Offeror will make full and prompt disclosure of the Contract IP to CES or the CES Member/Participating Entity. Offeror will, and will cause the Offeror's Parties to as, and when requested by CES or the CES Member/Participating Entity, do such acts, and sign such instruments to vest in CES or the CES Member/Participating Entity the entire right, title and interest to the Contract IP, and to enable CES or the CES Member/Participating Entity to prepare, file and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and at CES or the CES Member/Participating Entity's expense, to cooperate with CES or the CES Member/Participating Entity in the protection and/or defense of the Contract IP.

Intellectual Property Offeror: Offeror will retain ownership of its pre-existing Intellectual Property (IP), including any that may be incorporated into the Contract IP, provided that Offeror informs CES or the CES Member/Participating Entity in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Offeror hereby grants to CES or the CES Member/Participating Entity a perpetual, irrevocable, royalty-free worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, create derivative works based on such pre-existing Intellectual Property as my be incorporated into the Contract IP or otherwise provided to CES or the CES Member/Participating Entity in the course of performing under any contract resulting from this solicitation.

Information Security: All systems, software, services, and devices that store, transmit, or otherwise process CES or a CES Member/Participating Entity's data must be designed, managed and operated in accordance with the information security best practices and in compliance with all applicable laws, rules and regulations.

Installation: Equipment or products that require professional installation will be installed in coordination with the CES Member or Participating Entity. If delayed, the Offeror will notify in writing both CES and the CES Member or Participating Entity of the revised installation date.

Insurance: Upon contract award, the contractor will, at its own expense, purchase and maintain insurance that will protect it from claims that may arise out of or as a result from its activities under the prospective contract, where those activities are performed by it, by any subcontractor, by anyone directly or indirectly employed by the contractor or by anyone for whose acts the contractor may be liable during the entire performance period of the prospective contract. The contractor must furnish an ACORD Certificate of Insurance to the CES. If policy changes occur during the life of the contract, it is the Offeror's responsibility to provide updated proof of coverage to the CES procurement officer.

1. Offerors will submit proof of coverage under the Workman's Compensation Insurance, as required by the Labor Laws and New Mexico Statutes.
2. Offerors will submit a certificate of comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability. Limits shall not be less than the following:
   a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
   b. Property damage or combined single limit coverage: $1,000,000.
   c. Automobile liability (including non-owned automobile coverage): $1,000,000.
3. Umbrella: $1,000,000. The Offeror will name CES and the CES Member or Participating Entity as co-insured up to the limits required by New Mexico Statues. Additional punitive damages liability to $500,000 will be provided naming CES as co- insured.
4. Comprehensive Vehicle Liability Insurance, for both owned and non-owned vehicles, shall be one million dollars ($1,000,000) per occurrence combined single limit for both personal injury and property damage.
5. In addition, Offeror must provide, upon request, identical certification of insurance to any CES Member or Participating Entity using this contract. Prior to commencing any work, any subcontractor must 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 will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor and CES Member or Participating Entity.

Leasing: Contractor may offer CES Members the option to enter into a lease or lease purchase agreements, providing such agreements are in compliance with New Mexico statutes. CES must receive a copy of the executed leasing documents between the leasing agency and the CES Member or Participating Entity. The contractor providing the equipment(s) to the CES Member or Participating Entity that is funded thru a lease option shall pay CES the two percent (2%) administrative fee on the total cost of the equipment(s), maintenance agreement, extended warranties and any products and services included in the lease agreement The CES administrative is non-refundable should the lease terminate early. CES will not collect lease payments, the CES Member or Participating Entity will make lease payments directly to the leasing agency. All terms of the leasing agreement must be included in the proposal including interest rates as related to a government standard. Contractor must indicate if the shipping costs for the return of leased equipment are the responsibility of the CES Member or Participating Entity and what that cost will be. No sale of a contract to a third party will be made without informing CES and CES Member or Participating Entity of the transfer. If Offeror sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original Offeror.

A purchase option must be available with each scheduled payment. At lease end, an option to purchase the equipment at fair market value must exist or the CES Member or Participating Entity must return the equipment to the Leasing Agency. As required by New Mexico law, the lease agreement with the CES Member or Participating Entity must contain a termination provision for "Non-Appropriation of Funds." In the event no funds or insufficient funds are appropriated and budgeted by the CES Member or Participating Entity (Lessee) or are otherwise unavailable in any fiscal year for the payment of lease and other amounts due under the lease, the lease shall terminate on the last day of the fiscal period for which appropriations were received under the lease without penalty or expense to Lessee. The CES Member or Participating Entity shall make the determination if sufficient funds have been appropriated. The CES Member or Participating Entity shall give Lessor or its assignee written notice at least thirty (30) days prior to termination of lease due to Non-Appropriation of Funds.

Legal Remedies: All claims and controversies are subject to the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199.

Licenses: The contractor will maintain in current status all applicable federal, state, and local licenses, bonds, and permits as required for the performance of any contract awarded. Copies of licenses will be submitted by the contractor as required by CES, its Member or Participating Entity.

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

Limitation of Liability: The contractor's liability to CES or any CES Member or Participating Entity, for any cause whatsoever shall be for the total amount of damages resulting from the Offeror, sub-contractors and/or employees acts that may result in personal injury, property damage or any other damages as identified by CES or its CES Member or Participating Entity caused by the contractor's negligence. The liability of CES or any CES Member or Participating Entity will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, as amended.

Manufacturer's Representative: Dealers or manufacturer's representative of products, services and equipment offered in response to AEPA solicitation, must be able to provide a letter from the manufacturer certifying that they are an authorized dealer for the products, services and equipment presented. Should the dealer or manufacturer's representative fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more representatives or dealers for the balance of the contract period.

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

Negotiations: Negotiations may be conducted with the Offeror(s) recommended for AEPA award. If an agreement cannot be reached, CES will cancel contract negotiation and a contract will not be issued to Offeror(s).

Novation: If the original Offeror sells or transfers all assets or portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. CES reserves the right to accept or reject the new party, with the original Offeror being responsible to fulfill the obligations under the existing contract if the new party fails to perform. A simple change of name agreement will not change the contractual obligations of the Offeror.

Ordering Process: CES currently offers (4) four procurement/purchasing options: the "Traditional Method", the "Online Ordering Method" through Contractor's website and the "Direct Purchase Method" through the CES Blue Book and Leasing.

1. **Traditional method**, CES Members/ Participating Entities will submit signed purchase orders to CES at PO@CES.ORG. CES will then issue a purchase order to the Offeror. The Offeror must agree to never accept a purchase order directly from the CES Member/Participating Entity based on this procurement method. The purchase order you receive must be issued by CES.
2. **Online ordering through Offeror's website**, which allows the CES Members/Participating Entities to go online and create an order through the Offeror's system; the Offeror delivers the product/services; invoices the CES Member/Participating Entity; the CES Member/Participating Entity pays the Offeror; and the Offeror rebates the CES administrative fee to CES, unless an agreement to deviate from this process has been approved in writing by both parties.
3. **Direct Purchase:** For CES Direct Purchase the CES Member/Participating Entity makes their purchase order (PO) out to the Offeror and sends it to CES for contract compliance. CES will stamp the PO "Approved" and will forward the PO to the Offeror and Member. This will serve as the "authorization" for the Offeror to proceed with the purchase. Offeror will invoice the CES Member/Participating Entity directly and collect payment. CES will invoice Offeror the CES 1.25% administrative fee.
4. **Leasing:** The Offeror will rebate the CES administrative fee based on the full amount, of the lease upon payment to the Offeror by the leasing company. CES must be provided a copy of the lease agreement for compliance.

Patent and Copyright Infringement: Offeror will, at their expense, defend CES and its Members and Participating Entities against any claim that any equipment or software supplied hereunder infringe a patent or copyright in the United States, or a U.S. Territory, and will pay all costs, damages and attorney's fees that a court finally awards as a result of such a claim. To qualify for such a defense and payment, CES will:

1. Give Offeror prompt written notice of any such claim after becoming aware of such claim.
2. Allow Offeror to control and fully cooperate with Offeror in the defense and all related settlement negotiations.

CES will be reimbursed for all expenses incurred by CES in fully cooperating with Offeror as specifically requested by contract. CES is not required to incur any expenses specified in this paragraph, which are not reimbursable, by the Offeror. If any CES Member and Participating Entity is involved by any party in a Patent and Copyright Infringement dispute, the same provisions that apply to CES in this paragraph will apply to the CES Member or Participating Entity. Offeror's obligation under this section is conditioned on CES' agreement that if the subject of such a claim, CES will permit the Offeror, at its expense and option, either to procure the right for CES and its Members or Participating Entity to continue using the equipment and/or software, or to replace equipment or software which are functionally equivalent so that they become non-infringing. If neither of the foregoing alternatives is available on terms which are reasonable in Offeror's judgment and satisfactory to CES, CES will request its Members or Participating Entity to return the equipment or software upon written request by Offeror at Offeror's expense.

Offeror agrees to refund CES and/or its CES Member/Participating Entity for returned equipment as depreciated to current market value unless otherwise mutually agreeable in writing. The depreciation will be an equal amount per year over the life of the equipment in accordance to GAAP/GASB guidelines. In the event that an Offeror's written request for return of equipment is made after full depreciation, the Offeror will pay CES, or its CES Member/Participating Entity who purchased the equipment, an amount equivalent to the fair market value of the returned equipment. If CES, or any of its CES Member/Participating Entity, fails to return the equipment, the Offeror is not obligated to that Member under this clause.

Offeror will have no obligation with respect to any such claim based upon a Member's or Participating Entity's modification of the equipment or software or combination, operation or use with apparatus, data or programs not furnished by Offeror. However, one Member's or Participating Entity's action will not preclude Offeror's obligation to other Members/Participating Entities not having modified their equipment or software.

Payments by CES Member or Participating Entities: For the purchase by a CES Member or Participating Entity directly from the Offeror for goods and services that have been received and accepted. Payment from the Member or Participating Entity to the Offeror will be made within forty-five (45) days after the receipt of a correct invoice, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. If a dispute arises or an agency's account becomes delinquent, the Offeror is encouraged to contact and request assistance from CES. *Any offer that requires payment in less than forty-five (45) days may not be considered.*

Payment of Administrative Fee: When a CES Member or Participating Entity issues payment directly to the Offeror for goods and services received and accepted, the Offeror will upon receipt of payment from a CES Member or Participating Entity, issue payment to CES for the CES administrative fee as invoiced by CES.

Price List/Pricing: The Offeror will furnish CES with electronic copies of AEPA approved price list for products and services

offered and upload to the CES eProcurement System for approval. The Offeror must keep current all pricing for any contract issued as a result of this solicitation. Should the Offeror fail to update pricing with AEPA or not upload the approved AEPA pricing to CES eProcurement System, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES, CES Member/Participating Entity. Discount off list price must be clearly noted in the price quote to CES, CES Member/Participating Entity. All pricing must include the AEPA/CES administration fee**:**

Price Quote/Proposal: When preparing a quote/proposal, the Offeror must clearly identify and break out quantities, descriptions, supplies, materials, equipment, and services into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. At a minimum, all quotes or proposals shall include the following: description, "hourly labor rate or the list/catalog unit price", "the per cent discount offered" and the final "CES price". All stated prices must include the CES/AEPA administrative fee. Shipping/Freight costs and the New Mexico Gross Receipts Tax as applicable must be stated in separate lines.

Price Reduction, Promotional and Special Pricing: A price reduction can be offered at any time and will become effective upon approval by AEPA and CES.

Progress Payments: Under this solicitation (RFP), CES, its Members, and Participating Entities may allow progress payments to be made on goods and/or services received and accepted under the following conditions:

1. The Member or Participating Entity and the Offeror agree to the terms and milestones of the project for progress payments in writing prior to issuing a purchase order to the Offeror.
2. The quote or proposal in which the purchase order is based must clearly identify and describe the amount(s) to be paid and the date(s) payment(s) are to be made for the service or goods delivered.
3. The Offeror must obtain from the CES Member or Participating Entity written documentation identifying the work completed and goods received to be submitted with progress payment request.
4. Payments will be made only after actual goods and/or services are verified, received, and accepted by the CES Member or Participating Entity.
5. Payments will be made in full compliance with the CES Member or Participating Entity local administrative procedures, policies and any/all other applicable state rules, regulations, and statutes.
6. If the estimate of work and/or goods received are not approved and certified by the Member or Participating Entity. CES, Member or Participating Entity can withhold an amount from the progress payment that reasonably represents the deficiency identified in the Offeror's payment request. In such cases, the Offeror agrees to hold CES harmless for any deficiency of payment.
7. Acceptance of final payment is a waiver of all claims, except unsettled claims previously made in writing.

Provisions Required by Law: Each and every provision of law and any clause required by law to be in the contract executed as a result of this solicitation will be read and enforced as though it were included herein, and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract will forthwith be physically amended to make such insertion or correction.

Public Record: All proposals submitted in response to this solicitation will become the property of CES and be a matter of public record available for review, under the supervision of CES staff from 9:00 a.m. to 4:00 p.m., Monday through Friday, at 10601 Research Rd. NE., Albuquerque, NM 87123.

Quality: Unless otherwise noted in this solicitation, Offeror warrants that for one (1) year after acceptance of the equipment or materials or work performed for the CES Member or Participating Entity, they shall be:

1. Of a quality to pass without objection in the industry or trade normally associated with them;
2. Fit for the intended purpose(s) for which they are used;
3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
4. Adequately contained, packaged, and marked as the contract may require; and
5. Conform to the written promises or affirmations of fact made by Offeror.

Safety Measures: Offerors will take all necessary precautions for the safety of CES, CES Member and Participating Entity Staff and the public in general when installing, delivering goods, or services to CES, CES Members or Participating Entities physical location.

Safety Standards: All items supplied to CES Member or Participating Entity will comply with all current and applicable US Federal and State of NM Safety Standards, Statutes, Rules, and Regulations.

Sample: Samples may be required prior to awarding a contract and/or prior to entering into an individual project contract. Upon request of CES Member or Participating Entity, the Offeror will provide adequate samples and detailed specifications for

any item offered. Samples must be submitted within ten (10) days of request from CES Member or Participating Entity. Samples will be free of charge and submitted and removed at Offeror's expense. Samples will be compared to proposal specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended and overall appearance. Samples received may be held for comparison with deliveries. CES and its Member or Participating Entity will not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to Offeror will be considered abandoned and the CES Member or Participating Entity will have the right to dispose of them.

Serial Numbers: Equipment offered/proposed in this solicitation must have the original manufacturer's serial number.

Severability: The provisions of any contract executed as a result of this solicitation are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract, which may remain in effect without the invalid provision or application

Shipping Errors: Offeror agrees that shipping errors will be at the expense of the contractor. For example, if the contractor ships a product that was not ordered by the CES Member or Participating Entity, it is the responsibility of the contractor to pay for shipping charges back to the manufacturer or distributor, etc., at the convenience of the CES Member or Participating Entity.

Shipping Terms: FOB Destination, "pre-pay and add "unless otherwise indicated by the CES Member or Participating Entity. The receiving agency will notify CES, the Offeror and/or Freight Company promptly of any damaged goods and will assist the Freight Company/Offeror in arranging for inspection.

Smoking: All contract holders and subcontractors must adhere to CES Member or Participating Entity smoking policies.

Stored Materials: Upon prior written agreement between the Contract holder and CES Member or Participating Entity, 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 CES Member or Participating Entity prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contract holder against loss and damage. Offeror agrees to provide proof of insurance coverage and addition of CES Member or Participating Entity as an additional insured upon agency's request. Additionally, if stored offsite, the materials must also be clearly identified as property of a buying CES Member or Participating Entity and be separated from other materials. The buying agency must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by the CES Member or Participating Entity, it shall be the Contract holder responsibility to protect all materials and equipment. The Contract holder warrants and guarantees that title for all work, materials and equipment shall pass to CES Member or Participating Entity upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Taxes: Prices offered will not include applicable State of New Mexico Gross Receipts Tax (NMGRT) and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by the CES Member or Participating Entity issuing the purchase order to CES or Offeror. NMGRT is required for all non-professional and professional services, software and licensing agreement, construction services, leasing, and selling of real property. No NMGRT can be collected on delivery charges to the agency's location.

Taxes - Indian Reservation or Tribal Tax: If goods or services are subject to Indian reservation or tribal tax, Contract holder shall include such taxes as a separate item on the original invoice to CES.

Termination for Material Breach: Either Party may terminate any Agreement by notice to the other Party, for any material breach of said Agreement by the other Party, if such breach is not cured within ten (10) business days after the breaching Party receives notice of such breach from the non-breaching Party; provided, however, if such breach is not capable of being cured within the ten (10) business day period, the cure period shall be extended for an amount of time that the Parties agree to in writing and is reasonably necessary to cure such breach, so long as the breaching Party is using diligent efforts to do so. In case of Default and/or Breach by the Offeror, for any reason whatsoever, CES or the CES Member or Participating Entity may procure the goods or services from another source and hold the ~~Offeror~~ Contract holder responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and CES or the CES Member or Participating Entity may also seek all other remedies under the terms of said Agreement and under law or equity.

Termination for Convenience: CES, or the CES Member/Participating Entity can, by (30) day written notice to the Offeror terminate any Agreement executed as a result of this solicitation (RFP), for convenience in whole or in part. CES or the CES

Member and Participating Entity shall pay for acceptable work performed prior to the Offeror's receipt or issuance of a notice of termination. The Offeror shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

Termination for Default: CES reserves the right to terminate in whole or any part of any contract executed as a result of this AEPA solicitation due to the failure by the Contract holder to carry out any obligation, term or condition of the said contract. CES may issue written notice to the f Contract holder or acting or failing to act under but not limited to the following conditions.

1. The Contract holder provides material that does not meet the specifications of the contract.
2. The Contract holder fails to complete the services set forth in the specifications of the contract.
3. The Contract holder fails to complete the work required or to furnish the materials required within the specified time.
4. The contract holder fails to make progress in the performance of the contract and/or gives CES cause to believe that the Contract holder will not or cannot perform the requirements of the contract.
5. The Contract holder fails to observe any or all of the terms and conditions.
6. The contract holder accepts purchase orders, based on this contract, not my any method as described in Order Process term and condition directly from a CES Member and then invoices them directly.
7. Any other conditions that, in the opinion of CES, warrants such action.
8. Upon receipt of a written notice, the contract holder will have ten (10) business days to provide a satisfactory response in writing to CES. Failure on the part of the contract holder to satisfactorily respond shall result in CES terminating the contract.

Termination for Gratuity: CES shall, by written notice to Contract holder terminate the contract if the Contract holder is found in violation of any of the following: NMSA 1978, § 13-1-191, NMSA 1978, § 30-24-1, NMSA 1978, § 30-24-2, NMSA 1978, § 30-41-1 to NMSA 1978, § 30-41-3.

Termination for Non-Appropriation: Any individual Member's or Participating Entities' project covered by this solicitation and executed through the AEPA/CES procurement process may be terminated for insufficient appropriations or authorizations. If sufficient appropriations and authorization are not made by the Legislature of New Mexico, or the CES Member or Participating Entity's Governing Body, any Agreement executed as a result of this solicitation shall terminate immediately upon written notice being given by CES, or the CES Member or Participating Entity to the Contract holder. CES, its Members or Participating Entity's Governing Body decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Contract holder and shall be final.

Title and Risk of Loss: The title and risk of loss of material or service will not pass to CES Members or Participating Entities until it receives the material or service at the point of delivery, unless otherwise specified within this document.

Trade-In Equipment: Equipment for trade-in shall follow the requirements of NMSA 1978, § 13-1-156 and shall be dismantled and removed at the Contract holder expense.

Warranty: The Contract holder agrees that the tangible personal property or services furnished shall be covered by the most favorable commercial warranties the Contract holder gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to CES and/or the CES Member or Participating Entity and are in addition to and do not limit any rights afforded to CES and/or the CES Member or Participating Entity by any other Clause of this Agreement or order. Contract holder agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

Warranty – Value Added Reseller: If Contract holder is a value added reseller (VAR) for products solicited as part this (RFP) and not the Original Equipment Manufacturer (OEM) or licensor, the Contract holder shall forward all warranties to CES or the CES Member or Participating Entity which are provided to the Contract holder from the OEM, and to the extent granted by the OEM, CES or the CES Member or Participating Entity shall be the beneficiary of the OEM's warranties with respect to the products. Contract holder shall not be a party to any such warranties between CES or the CES Member or Participating Entity and the OEM.

Year-End Procurement: Purchase orders (PO) issued to an Offeror for goods must be delivered and services must be completed five (5) days prior to the CES Member or Participating Entity fiscal year end (June 30th), unless agreed upon in writing by both the CES Member or Participating Entity and the Offeror. CES must receive all invoices dated for the prior fiscal year by the 10th business day in July. The CES Member or Participating Entity may cancel purchase orders not completed by June 25th. The CES Member or Participating Entity may issue new or revised purchase orders dated after July 1st for any goods not delivered or services not completed by June 25th.

CES SUPPLEMENTAL TERMS AND CONDITIONS FOR CONSTRUCTION

The Contract shall be governed by the laws of the State of New Mexico and parties agree that the State of New Mexico District Court of the County where the Project is located shall have jurisdiction to resolve all claims, issues and disputes not otherwise resolved in accordance with contract documents. Each and every provision of law and clause required by law to be inserted in this Contract shall be read and enforced as though it were included herein; and if through error or otherwise any such provision is not inserted, or is not correctly inserted, then upon the written application of either party the Contract shall be amended without cost to make such insertion or correction and that the remainder of this Contract shall remain in effect and not be affected thereby.

Americans with Disabilities Act: For any project contracted under this RFP, the Proposer must comply with the Americans with Disabilities Act (ADA) (42 USC Section 12101 et seq.) and the Americans with Disabilities Act Architectural Guidelines (ADAAG), as well as the implementing requirements, 28 CFR Part 36, Federal Register, Vol. 56, No. 144, July 26, 1991, as amended. The Construction Industries Division does not review plans and specifications for compliance with the ADA or ADAAG. The issuance of a building permit and compliance with the minimum codes do not ensure compliance with ADA or ADAAG. It is the Offeror's responsibility for compliance to ADA and ADAAG requirements for Lots under this Category.

Assignment of Antitrust Claims
The Contractor agrees that any and all claims that the Contractor may have or that may inure to the Contractor for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with this project are hereby assigned to CES and the Owner but only to the extent that such overcharges are passed on to the Owner.

Bonds: All bid, performance, and payment bonds, if required, are to be issued by a corporate surety company authorized to do business in New Mexico as approved in federal circular 570 published by the United States Treasury Department.

1. Upon RFP submittal, CES requires that the Offeror provide a bid bond or other acceptable bid security in the amount of Twenty-Five Thousand Dollars ($25,000) in response to this RFP. Acceptable forms are AIA Document A310-2010 Bid Bond or NASBP that includes the same language as the AIA Document A310-2010.
2. Upon execution of a contract the prime Contractor for a project with a value Twenty-Five Thousand Dollars ($25,000) or more, shall provide AIA Document 312-2010 Performance and Payment bonds in an amount equal to one hundred percent (100%) of the Job Order Amount to CES Member or Participating Entity. These bonds will protect all persons supplying labor and materials and the performance of the prime Contractor for the work provided per the contract. The prime Contractor will deliver AIA Document 312-2010 performance and payment bonds in the name of the CES Member or Participating Entity at contract execution. Copies of the bonds must be provided to CES within five business days of the Contractor's receipt of the CES purchase order.
3. Prime Contract must identify its bonding capacity in the solicitation. Contractor will have the right to refuse work once its bonding capacity has been reached.

Change Orders:

1. A mutually agreed upon system for establishing changes orders must be identified, including changes in scope and changes in compensation for the prime Contractor. All change orders will be agreed to in writing by the Contractor and the CES Member or Participating Entity. No change order or Supplemental Job Order that increases the cost of the project will be permitted without a purchase order to CES from the Member ordering the change.
2. A copy of the approved change order must accompany a revised purchase order to CES. Minor changes mutually agreed upon between the CES Member or Participating Entity and the Contractor that do not involve compensation may be made without informing CES.
3. Minor changes mutually agreed upon between the CES Member or Participating Entity and the Contractor that do not involve compensation may be made without informing CES.

Claims and Disputes
A Claim is a demand or assertion by one of the parties seeking as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

1. Time Limits on Claims. Claims by either party must be initiated within thirty (30) days after occurrence of the event giving rise to such Claim or within ten (10) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Owner or if applicable, the Design Professional and the other party.
2. Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing by the Owner and the Contractor, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

Commencement Date/Substantial Completion Date:
CES's purchase order establishes the Notice to Proceed. The Substantial Completion Date refers to a stage of a construction or building project or a designated portion of the project that is sufficiently complete, in accordance with the construction contract documents, so that the owner may use or occupy the building project or designated portion thereof for the intended purpose. The allowed duration for each project will be determined by the Contract Documents between the CES Agency and the Contractor. Upon substantial completion of the project and as part of the project close-out phase, the Contractor will deliver to the CES Member or Participating Entity all associated paperwork to include but not limited to as built drawings, executed warranties, and guarantees applicable to the goods and services provided and any owners and operating manuals.

Construction: As defined in the New Mexico Procurement Code Regulations under 13-1-40 NMSA 1978. Definition: "construction" means 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.

Contract between Owner, Buyer and Contractor: The Owner, Contractor, and CES shall execute a CES Three- Party Agreement for any project that requires a Davis Bacon or NM wage decision This Three- Party Agreement must be signed by all parties prior to the Contractor starting any work. In reference to this document, the Owner is a CES Eligible Agency; the Buyer is CES, which is acting as a conduit through which title to tangible goods may be vested in Owner. CES warrants and assures the Owner that it has complied with the State of New Mexico Procurement Code, Public Works Minimum Wage Act, the Public Works Contract Act, and the Subcontractor Fair Practices Act. The parties may agree to use as a guide the following: American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201, PSFA General Terms and Conditions, or Engineers Joint Contract Documents Committee (EJCDC®).

When using this agreement, the Contractor is responsible for providing CES with the information required to complete the Three-Party Agreement and must be executed prior to the first payment request is submitted to CES by the Contractor. It is at the discretion of the Owner and the Contractor to determine if an additional industry standard contract is to be executed in addition to this contract, including but not limited to, American Institute of Architects (AIA), The Engineers Joint Contract Documents Committee (EJCDC®) or Public School Facilities Authority (PSFA).

Contractor: As defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978: "contractor" means any person who undertakes, offers to undertake by bid or other means, or purports to have the capacity to undertake, by himself or through others, contracting. Contracting includes constructing, altering, repairing, installing or demolishing any: road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, bridle path, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewerage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewerage, water, gas or other pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; shaft, tunnel or mining appurtenance; leveling or clearing land; excavating earth; air conditioning, conduit, heating or other similar mechanical works; electrical wiring, plumbing or plumbing fixture, consumers' gas piping, gas appliances or water conditioners; or similar work, structures or installations which are covered by applicable codes adopted under the provisions of the Construction Industries Licensing Act.

The Act includes subcontractor and specialty contractor; and includes a construction manager who coordinates and manages the building process; who is a member of the construction team with the owner, architect, engineer, and other consultants required for the building project; and who utilizes their skill and knowledge of general contracting to develop schedules, prepare project construction estimates, study labor conditions, and advise concerning construction.

Contractor License: As defined in Construction Industries Licensing Act 60-13-12 NMSA 1978. A Contractor's license is required for any construction project. Exceptions per the NM Regulations and Licensing Department trades that have been de-classified are as follows:
GS-3 Tile
GS-10 Fencing
GS-11 Fixtures, Cabinets, Millwork
GS-12 Flooring

GS-17 Ornamental Iron and Welding
GS-18 Painting GS-22 Sandblasting
GS-26 Vaults and Depositories
GS-28 Gunite
GS-6 Doors are incorporated into GS-14 Windows and Skylights

1. No person shall act as a Contractor without a license issued by the division classified to cover the type of work to be undertaken.
2. No bid on a contract shall be submitted unless the Contractor has a valid license issued by the division to bid and perform the type of work to be undertaken; provided this subsection shall not prohibit a licensed Contractor from bidding or contracting work involving the use of two or more trades, crafts or classifications if the performance of the work in the trades, crafts or classifications other than the one in which he is licensed is incidental or supplemental to the performance of the work in the trades, crafts or classifications for which he is licensed; and further provided that work coming under the jurisdiction of the mechanical bureau or the electrical bureau of the division must be performed by a Contractor licensed to perform that work.

Contractor's Price List:
Prices offered through the entire term of any contract awarded as a result of this RFP shall be current and will include the CES/ AEPA administrative fee. Should the contractor fail to update pricing with CES, the contractor shall honor their pricing on file with CES at the time of their quote submittal to the CES Member or Participating Entity . Price list(s) on file must clearly state and identify any/all products/services offered with their associated costs. When contractor offers a discount off a retail price, Manufacturer's Suggested Retail Price (MSRP), Gordian, JOC Core/RSMeans, or line-item pricing if applicable. they must include a complete copy of the document and/or the document must be available to the general public by electronic media or by the internet.

Construction Materials: The prime Contractor will deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and prime Contractor's name. Damaged or un- labeled materials will not be accepted. The prime Contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the Agency's contact person.

No products that contain asbestos fibers shall be used. Removal of any vinyl-asbestos tile or other flooring with asbestos fibers will be accomplished following all local, state, and federal laws for the handling and disposal of asbestos.

Cost of the Work: If material costs covered by this solicitation should substantially increase or decrease beyond the prices established at time of AEPA solicitation's due date due to conditions beyond the control of the Contractor, a temporary price increase or decrease may be approved by CES and , upon written request, prior to the development and submitting of a cost proposal to a CES Member or Participating Entity for their approval on an individual project. Upon receipt of such a request, CES will verify and issue a written determination accepting or rejecting the Contractor's request.

Insurance: The Contractor shall ensure that liability insurance is maintained in accordance with the laws of NM (See General Terms and Conditions) and may, at Contractor's option, either insure the activities of Subcontractors or require them to maintain insurance to cover all claims that may occur. If the Owner is damaged by the failure or neglect of the Contractor to maintain insurance as described above, then the Contractor shall be liable for all costs and damages properly attributable thereto.

1. The insurance required shall be written for not less than limits of liability required by law. Coverage shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the Work until date of Final Payment and termination of any coverage required to be maintained after final payment.
2. Certificates of Insurance shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least **forty-five (45) days** prior written notice has been given to the Owner. If any of the foregoing insurance coverages are requested to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both shall be furnished by the Contractor with reasonable promptness.
3. The Certificates of Insurance shall clearly state the coverages, limits of liability, covered operations, effective dates, and dates of expiration of policies of Insurance. The Contractor will promptly notify and furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. The Certificates of Insurance shall be in the appropriate Cordiform.
4. Worker's Compensation Insurance shall be provided as required by applicable State law for all employees engaged at the site of the Project under this Contract, including Subcontractor employees. In case any class of employee engaged in work

on the Project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide, and cause each Subcontractor to provide Employer's Liability Insurance in an amount not less than five hundred thousand ($500,000). Failure to comply with the conditions of this Subparagraph 11.1.5.1 will subject this Contract to termination.

5. Public Liability Insurance shall not be less than the liability amounts set forth in the New Mexico Tort Claims Act, §41-4-1 et seq. NMSA 1978, as it now exists or may be amended.
6. Comprehensive Vehicle Liability Insurance, for both owned and non-owned vehicles, shall be one million dollars ($1,000,000) per occurrence combined single limit for both personal injury and property damage.

Insurance – Property:
Unless otherwise stated, Builder's Risk coverage may be furnished by the Owner. The Contractor shall provide insurance which will protect the interests of the Contractor and Subcontractors in the Work. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Payment has been made.

Licenses: The Contractor will maintain and inform CES of current status of all federal, state, and local licenses, registrations, certifications, bonds, and permits required for the performance and delivery of any and all construction and non-construction products and services. Any Contractor using subcontractors must hold a current and appropriate Contractor's license, as defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978 to enter into such contracts. It is the responsibility of the Contractor to ensure that any subcontractors performing under this RFP hold and maintain the appropriate Contractor's licenses as defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978. The Contractor is responsible to ensure that all Sub-Contractors maintain current all federal, state, and local licenses, registrations, certifications, bonds, and permits required for the performance and delivery of any and all construction and non-construction products and services.

Liquidated Damages: The CES Member or Participating Entity has the right to assess liquidated damages to the Contractor (and its Surety); and the Contractor shall be liable for the amount of liquidated damages as determined in the contract documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein. The liquidated damages are assessed per calendar day of delay until the work is determined by CES and its Member or Participating Entity to be substantially complete. Liquidated damages will comply with the requirements of 55-2-718 NMSA 1978.

Liquidated damages and early completion incentives will be between the CES Member or Participating Entity and the Contractor and must be agreed upon in writing. If the CES Member or Participating Entity declines a liquidated damages or early incentive agreement, the Contractor will ensure such agreement is reflected and included in the project's contract documents.

Lumber Species: Per the laws of New Mexico, In the construction, erection or repair of all buildings and structures under this contract, the Contractor is hereby required to use, whenever the species of lumber necessary for such construction or repair work is available in this state, such species of lumber produced from timber grown in the State of New Mexico.

Maintenance of Building Systems: The Offeror of the various facility components or systems electrical/ mechanical/ structural must have or have access to and offer comprehensive maintenance support services to CES Members and Participating Entities. If a third party is used to provide maintenance or warranty work, Offerors must include with the proposal details of any such arrangement. Factory certified and trained technicians will be available to cover all parts of the state. Maintenance service in metropolitan areas of New Mexico should be available within 12 business hours of receiving a call and service in rural areas within 24 business hours of receiving a call. Any maintenance facility must have sufficient parts inventory to provide quality service on units sold to CES Members or Participating Entities. On small pieces of equipment, out-of-state manufacturers may offer mail-in service, if normal turn-around time is 48 hours.

New Mexico Building Codes and Regulations
The Contractor shall perform in compliance with all applicable national and state building codes.

- NMAC 6.27.30 - Statewide Adequacy Standards
- NMAC 14.5.1 - General Provisions: "This rule applies to all the administration, interpretation, and enforcement of contracting work performed in New Mexico subject to the jurisdiction of Construction Industries Licensing Act (CILA) and LP GAS Act."
- NMAC 14.5.2 – Permits: "This rule applies to all permitted work performed in New Mexico on or after November 15, 2017, that is subject to the jurisdiction of CID.
- NMAC 14.5.3 – Inspections: "This rule applies to all contracting work performed in New Mexico on or after November 15, 2016, that is subject to the jurisdiction of CID…"
- NMAC 14.5.8 - Investigations and Enforcement

- NMAC 14.5.9 - Code Bond Determinations
- NMAC 14.6.3 - Contractor's License Requirements
- NMAC 14.6.4 - Journeyman Certification
- NMAC 14.6.6 - Classifications and Scopes: This rule applies to any person who engages in contracting, as that term is defined in Construction Industries Licensing Act (CILA) Section 60-13-3 NMSA 1978.
- NMAC 14.6.6.9 - General Construction Classifications
- NMAC 14.6.6.10 - Electrical Classifications
- NMAC 14.6.6.11 - Mechanical And Plumbing Classifications
- NMAC 14.6.7 - Modular Building Structures
- NMAC 14.7.2 - 2021 New Mexico Commercial Building Code
- NMAC 14.7.7 - 2021 New Mexico Existing Building Code
- NMAC 14.7.8 - 2021 New Mexico Historic Earthen Buildings
- NMAC 14.7.9 - 2021 New Mexico Commercial Energy Conservation Code
- NMAC 14.8.2 - 2021 New Mexico Plumbing Code
- NMAC 14.8.3 - 2012 New Mexico Swimming Pool, Spa and Hot Tub Code
- NMAC 14.9.2 - 2021 New Mexico Mechanical Code
- NMAC 14.9.3 - 1997 Uniform Mechanical Code
- NMAC 14.9.4 – Boilers
- NMAC 14.9.4 – Medical Gas Installation And Certification
- NMAC 14.9.6 - 2012 New Mexico Solar Energy Code
- NMAC 14.10.4 - 2020 New Mexico Electrical Code
- NMAC 14.10.5 - 2012 New Mexico Electrical Safety Code
- NMAC 14.11.3 - 1997 Uniform Plumbing Code
- NMAC 14.12.2 - Manufactured Housing
- NMAC 19.15.40 - New Mexico Liquefied Petroleum Gas Standards
- NFPA 54 - 2018 National Fuel Gas Code
- NFPA 58 - 2024 Liquefied Petroleum Gas Code.
- Construction Industries Licensing Act, Sections 60-13-1 through 60-13-59 NMSA 1978.
- LP Gas Act, Sections 70-5-1 through 70-5-23 NMSA 1978.
- Procurement Code, Sections 13-1-28 through 13-1-199 NMSA1978
- Public Works Contracts, Sections of 13-4-1 to 13-4-43 NMSA 1978
- Public Works Minimum Wage Act, Sections 13-4-10 through 13-4-17 NMSA1978
- Subcontractors Fair Practices Act, Sections 13-4-31 to 13-4-42 NMSA 1978
- Prompt Payment Act, Sections 57-28-1 to 57-28-11 NMSA1978 New Mexico Public School Facility Authority Adequacy and Construction Standards for K-12 Educational Facilities only.

NMCID: New Mexico Construction Industries Division, a state agency who is responsible for overseeing, administering, issuing, and ensuring that construction projects, Contractors and owners follow and comply with New Mexico laws, rules, regulations, policies, and procedures.

NMDWS: New Mexico Department of Workforce Solutions, a state agency responsible for the administering and ensuring that all Contractors, and subcontractors follow and comply with New Mexico and Federal labor laws and applicable policies and procedures governing employment and the general workforce.

NMDWS Contractor Public Works Registration Requirement: As defined in Public Works Minimum Wage Act 13-4-13.1 NMSA 1978. In order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than Sixty Thousand Dollars ($60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 to 13-4-17, NMSA 1978], the Contractor, serving as a prime Contractor or not, shall be registered with the New Mexico Department of Workforce Solutions. The State, or any political subdivision of the State, shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime Contractor that does not provide proof of required registration for itself. Contractors and subcontractors may register with the New Mexico Department of Workforce Solutions on a form provided by the division and in accordance with the Department of Workforce Solutions department rules.

Because this solicitation is for an indefinite quantity and the amount of work to be performed on individual projects is not known, CES is requiring that all Offerors be registered on or before the date of the proposal opening and keep their registration current during the term of the contract and all contract extensions.

New Mexico State Wage Rate Documentation:

1. The New Mexico Department of Workforce Solutions (NMDWS) requires that certain forms be completed for every project in excess of $60,000. CES will submit for the wage decision and, upon receipt of the decision, will provide it to the prime

Contractor. The Contractor is responsible for completing and submitting the required forms to the NMDWS and must provide CES with a copy of the following required forms: Notification of Award, Statement of Intent to Pay Prevailing Wages, and Affidavit of Wages Paid.

2. The prime Contractor must submit the Statement of Intent to Pay Prevailing Wages and the Notification of Award to NMDWS with a copy being mailed, faxed, or e-mailed to CES, prior to the start of the project. The Affidavit of Wages Paid must be submitted to NMDWS with a copy being mailed, faxed, or e-mailed to CES at the conclusion of your work on the project. The prime Contractor is responsible for insuring that its subcontractor(s) also submit the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid to NMDWS, with a copy being mailed, faxed or e- mailed to CES.
3. CES will not make any payments until copies of the Notification of Award, Statement of Intent to Pay Prevailing Wages and for projects $25,000 or greater until the Payment and Performance Bonds are received by CES. Final payment will not be released until CES receives a copy of the Affidavit of Wages Paid.

Payment Retention, Progress Payments:

1. In order to comply with 57-28-1 to 57-28-11 NMSA 1978, CES will not retain any funds on progress payments during any construction projects. The prime Contractor agrees to only request payment for stored materials and work completed and accepted by the CES Eligible Agency.
2. Final payment of a contract, will not be made until the project is totally completed and accepted by Owner, including punch list items and close out documents delivered, and the final application for payment is signed by the CES Eligible Agency, received, and audited by CES.

Permits, Fees and Notices:

Building Permits are required subject to New Mexico State Statutes, Section 60-13-45 NMSA 1978, and the provisions of the CID rules, no building or structure shall be erected, constructed, enlarged, enlarged, altered, repaired, moved, improved, removed, converted or demolished, and no electrical wiring, plumbing or mechanical work as defined and described in the applicable New Mexico construction codes for those trades, may be installed, repaired or maintained in or on such building or structure, unless the applicable permit has first been obtained from the division. It is the Offeror's responsibility to secure all required building permits for the construction services offered under this Category and Lots.

Progress Payments for Construction:

All progress payments must be invoiced through CES. It is the responsibility of the CES Agency and/or its designee to review and approve any estimates of work completed. Per 57-28-5 NMSA 1978 A "If an owner receives an improperly completed invoice, the owner shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete…" In such cases, the contractor agrees to hold CES harmless for any deficiency of payment.

Project Records: The Contractor shall be required to provide accurate record documents for each portion of the work as part of its bid for that portion of the work, without additional cost to CES or its Eligible Agencies.

1. For audit purposes, a copy of any contract(s) and agreement(s) between the CES Eligible Agency and the prime Contractor must be kept on file in the CES office. It is the responsibility of the prime Contractor to supply a signed copy of any contract(s) and agreement(s) to CES.
2. Upon substantial completion of the project and as part of the project close-out phase, the prime Contractor will deliver to the CES Eligible Agency all associated paperwork (as built drawings, executed warranties/ guarantees applicable to the goods and services provided and any owners/operating manuals).
3. The prime Contractor must agree that the CES Eligible Agency reserves the right to release information about the project, and that any advertising of the project by the prime Contractor must be approved by an authorized official of the Agency.

Project Schedule: The CES Eligible Agency retains the right to extend the schedule of work or to suspend the work and to direct the prime Contractor to resume work, when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through CES as allowed in the agreement.

New Mexico Public School Facilities Authority (NMPSFA) - Special Conditions

When a New Mexico public school district builds a project utilizing a CES Contract with funds that have been appropriated by the Public School Capital Outlay Council (PSCOC), the NMPSFA and the school district become co-owners of the project until the work is completed and accepted. Therefore, NMPSFA must be involved in project discussions and their representative must approve and submit the documents before payment can be issued.

Upon obtainment of substantial competition, the Contractor, Eligible Agency's, and NMPSFA's representative will develop a punch list of items that need to be completed or resolved. The Contractor will complete the punch list and provide required close-out documents and applicable certificates of code compliance from the various state and local governing authorities prior to requesting final payment.

Quality Control:

1. During the course of the contract, the CES Member or Participating Entity contact person may secure samples according to Construction Industries Division guidelines or industry standards of materials being used from containers at the job site and submit them to an independent laboratory for comparison to specified material.
2. Should test results prove that a material is not functionally equal to or better than specified; the prime Contractor will pay for all testing and any cost incurred to have materials installed to replace those found not to comply with the specifications and remove and dispose of the materials not complying.
3. Should test results prove that materials tested were functionally equal to specified material; the prime Contractor will be notified of the results.
4. During the execution of the project and/or during the project close-out process, the CES Member or Participating Entity and the Contractor encounters a situation and/or condition that they cannot agree on or resolve, CES has consultants under contract that either of the parties can engage to review, investigate, evaluate, and issue a written report on their findings and propose recommendations/solutions for addressing the concerns and issues.

Safety: All work shall comply with OSHA safety requirements and any additional applicable federal, state, or local fire and safety requirements. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the Contractor must inform the CES Eligible Agency of the situation.

1. The Contractor will not construct any sub-assemble, structure, or device or produce any condition that intentionally violates a fire, health, safety or UBC code or safety standard.
2. Contractor must advise Agency's contact person whenever work is expected to be hazardous to students, Agency's employees, or operators. Failure of the work to comply with currently adopted codes and requirements when a project is inspected, and a certificate of occupancy is required will be corrected by the Contractor at no additional cost of the owner.
3. Material Safety Data Sheets for any material supplied will be provided to the owner as part of the Project Close Documents or as request of CES Member or Participating Entity.
4. When working, loading, unloading, repairing, or operating equipment near an owner-used area, the prime Contractor will maintain a crewman in the area as a guard to keep students and adults from wandering in, if the area is not protected.
5. Fire extinguishers will be maintained within easy reach whenever power tools and torches are being used. The Contractor will advise the CES Member or Participating Entity contact person when volatile materials are to be used near air ventilation intakes, so that they can be shut down or blocked as directed.
6. All of the work and items supplied on this contract will comply with all current and applicable US Federal and State of NM Safety Standards, Statutes, Rules, and Regulations.

Safety – Material Safety Data Sheets

The Contractor will furnish the CES Eligible Agency's representative(s) copies of MSDS' for all products used prior to use at any of the agency's facility. The Contractor must update copies of the MSDS on an annual basis and when any new products are introduced into any agency's facility or added to the contract prior to the product being used. The Material Safety Data Sheets shall comply with OSHA Regulation 1910.1200, Paragraph G.

Site Access: Access to the construction space will be limited to the way agreed upon by the parties. The Contractor shall hold CES and its Eligible Agencies harmless from damage from trespassing on property of others.

Site Cleanup: Contractor will clean up and remove all debris resulting from its work as required by the CES Member and Participating Entity. The Contractor shall comply with all laws and regulations governing disposal of construction and hazardous materials. There shall be no dumping of construction debris or other material on the CES Member and Participating Entity property. Any material that requires special handling as dictated by federal or state law shall be removed in compliance with the requirements of those laws. All such materials shall be removed from the site and properly disposed of by the Contractor.

Site Examination: Contractor shall familiarize itself with the site, in order to anticipate unseen problems that may develop as the work progresses. Failure to have visited the site before submitting a job order proposal shall in no way relieve the Contractor from furnishing any materials or performing any work required to complete the project in accordance with the contract documents, without additional cost to the CES Eligible Agency. If there is no written agreement signed by all parties, by the Contractor taking possession of the project site and commencing work, the Contractor acknowledges that the site's condition meets their expectations and requirements for completing the project.

If construction space is directly under, above, in or near the CES Eligible Agency's used space, the prime Contractor must agree to receive written approval from the CES Eligible Agency contact person prior to interrupting any activities or programs.

Site Preparation: Prior to a purchase order being issued by a CES Eligible Agency, the size, location, and site conditions that

exist at the time the Contractor takes possession and/or control must be clearly identified and stated in writing. The Contractor will not begin a project for which the site is not prepared or in the condition agreed upon in writing by the CES Member or Participating Entity, unless Contractor decides to accept the site as is and is willing to perform the preparation work necessary at no cost, or until the CES Member or Participating Entity has included the cost of site preparation in a purchase order to CES. Site preparation may include, but is not limited to, moving furniture, clearing the site, securing the site, installing wiring for networks or power and similar pre- installation requirements.

Site Supervision: During all phases of a project, the Contractor will have a qualified and experienced foreman in the area of construction being performed; the individual must be qualified and knowledgeable of all specifications and requirements of the project and provide continuous supervision and coordination of activities to assure that project outcomes are met.

1. When working or operating equipment near an owner-used area, the prime Contractor will maintain a crewman in any unprotected area to keep students and adults from wandering into the area.
2. All equipment, tools and machines used in the performance of this work by either the prime Contractor or subcontractors will be maintained in satisfactory working conditions and meet or exceed industry standards at all times.
3. When fixtures, such as air conditioning and other equipment are moved to perform work, they will be placed in a protected area so as not to damage any part or component. Appropriate measures will be taken to prevent rust, vapors, gases, or odors from entering the owner-occupied areas used during the construction or repair services. Appropriately licensed tradesmen will perform all required disconnections and reconnections. Any damage caused by the disconnection, storage, or reconnection of equipment will be repaired at no additional cost to the CES Eligible Agency.

State Wage Rates: It is the contractor's responsibility to be acquainted with the New Mexico Department of Workforce Solutions rules, regulations, procedures, and requirements relating to state wage rates, and to comply with state and federal regulations regarding payment of wages on public projects. The construction contractor will pay New Mexico prevailing wage rates for every job performed under this contract with a total project cost of Sixty Thousand Dollars ($60,000) or more on an individual basis. The contractor under the Public Works Minimum Wage Act as cited under 13-4-10 through 13-4-17 NMSA 1978, will pay all mechanics and laborers employed on the site of the project by the contractor, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

Subcontractors: If it is necessary for the Offeror to contract with third party firms to provide various goods and services, the following will apply:

1. In accordance withthe "Subcontractor Fair Practices Act", 13-4-31 to 13-4-42, NMSA 1978, the following information is required to be submitted with any job order project:

A. The name of each subcontractor who will be performing work or rendering service on the public works project and whose total contract will be the greater of:
    1) Five Thousand Dollars ($5,000); or
    2) One half of one percent (.005%) of the total project (to be estimated by the architect and/or engineer of record).
B. Address of the place of business
C. Subcontractor license number
D. Type of work or services to be performed by the subcontractor.
E. Pursuant to Section 13-4-38 NMSA 1978, if an Offeror fails to list a subcontractor in excess of the listing threshold on any job order contract, and they do not state that the provider is a sole source or that they will put all work that exceeds the threshold to individual bid each time, they are stipulating that they are fully qualified to perform the proposed products and services themselves and that they will perform all work themselves. After the specific job order contract award, any change in subcontractors must be approved by CES and the CES Eligible Agency, otherwise, the Offeror will be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided therein.

2. Subcontractor must be registered with New Mexico Department of Workforce Solutions, Public Works section.
3. CES and its Eligible Agencies reserves the right to approve, reject and replace any subcontractor proposed by the Offeror pursuant to 13-4-36 NMSA1978.
4. Subcontractors shall provide performance and payment bonds to prime Contractor if the sub-contract is greater than $125,000 pursuant to 13-1-148.1.
5. Any agreements with subcontractors shall incorporate, by reference, the terms and conditions of this solicitation and each individual project contract.
6. No subcontract requiring licensure will be entered into with any unlicensed party. Contractor must use subcontractors openly, include such arrangements in the proposal and certify upon request that such use complies with the rules of the NMCID, New Mexico Public Works Act and New Mexico Procurement Code.
7. Subcontractor Payment: Contractor agrees to pay subcontractors in a timely manner and in accordance with the New Mexico Prompt Payment Act pursuant to 57-28-5 NMSA 1978. If Contractor receives a progress payment from CES, the Contractor will pay subcontractor(s), "…within seven days after receipt of payment from the owner, contractor or subcontractor…" pursuant to 57-28-5 C. NMSA 1978. CES will contract to provide release of liens from subcontractors

within fifteen (15) days of date of payment. Failure to pay subcontractors, pursuant to 57-28-5 C. NMSA 1978, for work faithfully performed and properly invoiced can result in the suspension or cancellation of this contract.

8. Subcontractor's labor used must be of a standing or affiliation that will permit the work to be carried on harmoniously, without delay and will not cause any disturbance, interference, or delay to the progress of the project. Subcontractor and lower-tier subcontractors will not employ anyone whose employment might be objected to by prime Contractor or Member.
9. It is the responsibility of the Contractor to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract and that the CES Eligible Agency must make payments to CES before CES can issue progress payments to the Contractor. The Contractor must provide CES with all subcontractors and suppliers information utilized for any individual project performed.
10. Contractor and Subcontractor are responsible for complying with the provisions of §22-10.3.3.B NMSA 1978, regarding employees' having unsupervised access to students. The Contractor and Subcontractor may be required to obtain background checks for any employee working on a CES project per the CES Member's or Participating Entity's background check policy prior to accessing the project site.

Subcontractor Insurance: In addition to the Insurance requirements specified in the CES General Terms and Conditions the Contractor shall ensure that 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 (Acord 25) and from insurers acceptable to the prime contractor. All subcontractors will provide worker's compensation insurance, which waives all subrogation rights against the prime contractor, CES, its Members and Participating Entities.

Substantial Completion and Project Acceptance:
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall promptly prepare and submit a punch List that includes incomplete and non-compliant Work to be completed or corrected prior to final payment. Failure to include any item on a punch list does not alter the responsibility of the Contractor complete the work in accordance with the agreement between the Owner and the Contractor. Owner and Contractor shall agree on a close-out schedule to include equipment maintenance manuals, instructions, heating or cooling, utilities, insurance, etc. and establish the date of completion for Certificate of Substantial Completion.

Tests and Inspections:
Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Contractor shall schedule tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, provided by the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals unless otherwise provided in the Contract Documents. The Contractor shall give the Owner and if applicable, the Design Professional, timely notice of when and where tests and inspections and approvals are to be made so that the Design Professional may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

Temporary Utilities: Cost for temporary utility services that are part utilized during the construction process will be identified and agreed upon in writing by the CES Eligible Agency. Utility services utilized by the Contractor to maintain a project office trailer, maintenance shop, storage facilities, security lighting, etc., will be the responsibility of the Contractor and can only be transferred to the Agency on written agreement specifically stating what Contractor's utilities it will be responsible for.

Warranty after Substantial Completion:
The Contractor shall, within 11 months after the date of Substantial Completion, correct all the Work that is found to be non-compliant. If after one year from the date of Substantial Completion any of the work is found to be deficient the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless, the Owner has previously given the Contractor a written acceptance of such condition. During the eleven- month period for correction of the Work, if the Owner fails to notify the Contractor and gives the Contractor an opportunity to make the correction, the Owner waives the rights to require the correction by Contractor and to make a claim for breach of warranty.

WARRANTY – Construction:
Construction warranty refers to a **warranty** for **construction** that is given by the contractor for the project. Such **warranty** states that the substantially completed project is free of structural, electrical, plumbing, and other defects, and is fit for the intended purpose.

The prime Contractor will deliver materials to the worksite in new, dry, unopened, and well- marked containers showing product and prime Contractor's name. Damaged or un-labeled materials will not be accepted. The prime Contractor will deliver

materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the CES Member or Participating Entity contact person.

Contractor warrants that all construction and related services provided shall be performed in a good workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, in accordance with all requirements of the contract documents, industry standards for projects of similar type and quality, and all applicable laws, codes, regulations, and other requirements including safety requirements.

Contractor further warrants that all equipment, software, construction products and services delivered under this contract will conform to the specifications of this contract. Offeror must agree to assist the purchaser in reaching a solution regarding a dispute with the manufacturer over a warranty's terms and comply with the following:

1. Contractor warrants that any construction products and services, equipment or material supplied to CES, or its Members or Participating Entities will conform to all requirements of the contract and all representations of Contractor and will be fit for all purposes and uses as required and defined for each individual project. All work performed, equipment and materials must carry a minimum 12- month warranty that includes parts, labor, and reimbursable expenses.
2. Contractor warrants that for one (1) year after acceptance of the individual project, the work performed, equipment and/or materials provided to the CES Member or Participating Entity will be:
    a. Of a quality to pass without objection in the industry or trade normally associated with them;
    b. Fit for the intended purpose(s) for which they are being purchased and/or being used;
    c. Of even kind, quantity, and quality within each unit and among all units, in the variations permitted by the contract;
    d. Adequately contained, packaged, and marked as the contract may require; and
    e. Conform to the written promises or affirmations of fact made by Contractor. Any extended manufacturer's warranty that is obtained to meet the 12-month requirement will be passed to the CES Member or Participating Entity without exception. CES reserves the right to cancel the contract if Contractor charges the agency for any product and/or service received at no cost under a warranty.
3. The Contractor will be responsible for ensuring that all warranty work is completed either by performing the work itself or by working with the Agency to have it completed by a third party or subcontractor. The Contractor will remain available to the Agency should added services be required after warranty obligations are met. Even if final payment is made, if the Agency discovers an unfinished or missing job component or improperly installed material or equipment during the first year after acceptance which should have been completed as part of the original project scope of work, the Contractor will complete the work in a timely fashion at no additional cost.
4. The Contractor may offer extended warranties and maintenance agreements for additional cost to the CES Eligible Agencies as a separate line item. Upon request, no-cost training must be offered by the prime Contractor for the maintenance staff of the Agency and will be arranged after the installation and as part of the purchase contract.

20. **North Dakota, North Dakota Educators Service Cooperative (NDESC)**

General Terms and Conditions (All Categories)

a. **Governing Law:** The laws of the State of North Dakota govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a 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.

b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Cass County, North Dakota. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Cass County, North Dakota.

c. **Hazardous Substances:** All hazardous products purchased by participating agencies shall include a Safety Data Sheet (SDS) with the delivery.

d. **Lease and Rental Agreements:** The Vendor may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with North Dakota Statutes and guidelines. NDESC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with NDESC's current leasing vendor. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception. In the event of a lease, the total administrative fee for the value of goods shall be paid to NDESC by the vendor at the front end of the lease. NDESC reserves the right to review all purchase orders, lease documents and invoices to ensure contract compliance.

e. **Non-Discrimination:** Any resulting contract for on or behalf of participating agencies, said Vendor agrees to:

   i. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, because of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

   ii. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

   iii. That a violation of this section is a misdemeanor; and

   iv. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, shall be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

f. **Participating Agency:** A participating agency shall be defined under Chapter 54-40.3 of the North Dakota Century Code, as amended. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that they are required to follow state and local procurement regulations.

g. **Substance Use and Conduct:** All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.

h. **Vendor Orientation:** The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the purpose and nature of NDESC. The Vendor will not be marketed to participating agencies until they have completed the vendor orientation session.

8. **Additional Participating Agency Terms and Conditions for Non-Construction Products and Services**

If requested by NDESC, the contracted vendor will work with NDESC to develop an order form, or order forms, containing the most commonly purchased items, that NDESC can utilize to market the contracted vendor to its participating agencies.

9. **Additional Participating Agency Terms and Conditions for Construction Related Products and Services**

Upon acceptance and approval of the Vendor's offer by AEPA, NDESC will independently consider the offer and consult with the Vendor determine if the Vendor can meet the requirements for construction-related products and services, according to Chapter 48-01.2 of the North Dakota Century Code, and to enter and execute a contract in the state of North Dakota. Once NDESC and the Vendor can confirm that business can be conducted in North Dakota, NDESC will make a final decision to complete the contract execution process.

For all quotes provided to participating agencies, for construction-related projects, products and services, the contracted vendor must also send a duplicate quote to NDESC. The quote provided to NDESC must include the contact information of the participating agency.

Performance Bond *(for construction and/or installation related projects)*: As defined by state statute, performance bonds will be required on all projects valued great than:

1. Fifty thousand dollars ($50,000) or more for educational agencies and two hundred thousand ($200,000) or more for municipalities in North Dakota; or
2. Otherwise requested by the participating agency.

All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Vendor and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Vendor will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Vendor unless the participating agency does not require a performance bond or requires less to be posted. This bond will protect all persons supplying labor and material to the Vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Vendor with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Vendor.

If required, the Vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Vendor. Work will not commence between the Vendor and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to CPC via email (info@purchasingconnection.org). The Vendor will be responsible for providing CPC with a copy of all contracts and bonds in accordance with CPC purchasing procedures. Should the Vendor fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Vendor's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

With said construction-based project, the participating agency may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation and resulting Master Contract Agreement (i.e. project timeline, completion dates, progress payments, delivery requirements, invoice requirements, etc.). Any supplemental agreement developed because of the Master Agreement is exclusively between the Vendor and the participating agency. CPC, its agents, members, and employees shall not be a party to any claim for breach of such agreement.

10. **Insurance**

The Vendor shall purchase, maintain and <u>provide</u> certification from the insurer for minimal coverage during the life of an awarded contract, 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 of NDESCs individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor shall provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying NDESC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to NDESC. COIs must be updated and sent to NDESC upon insurance coverage renewal. Respondents shall provide a statement of insurance from the issuing company or their authorized agent with their proposal. The Vendor shall meet the following requirements:

a. Commercial General Liability: $1,000,000 each occurrence, $500,000 annual aggregate
b. Automobile Liability: $1,000,000 each occurrence
c. Workers Compensation: $100,000

NDESC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor must provide the COI upon receipt of a signed contract.

11. Procedure for Contract Award, Notification and Processing Orders

Once the award is recommended by the AEPA Review Committee, NDESC considers the recommendation based on the value of the potential contract for its participating agencies. In the event of an award by the NDESC Board of Directors, NDESC will

inform its participating agencies of the award.

a. The contract will be listed and promoted on the NDESC website (**www.ndesc.org**).
b. Announcement of the contract award.
c. Upon award and completion of the vendor orientation, NDESC will promote the contract opportunity to its membership in one or more of the following ways: websites; agency newsletters; hard copy marketing flier; Email announcements; contract catalog; and trade shows.
d. NDESC will require a marketing flyer, brochure, or other similar marketing pieces, in an editable, electronic format, from each vendor promoting the available contract with the vendor, and/or a web page or link. NDESC may assist in the development of the marketing flier and material (if requested by the vendor), but in all cases shall have the authority to review and approve any marketing materials. If a web site is used, the link will be made available from the NDESC web page. Any web page or link, or other marketing tools shall be dedicated to NDESC and/or AEPA information only.
e. When a participating agency identifies a desired product or service, the agency and the Vendor may negotiate with each other to establish a description of items and/or services. The Vendor shall quote a price to the member, using AEPA established discounts, including the two percent (2%) administrative fee in the quoted price not as a separate line item. The administrative fee shall be based upon the total cost of goods and/or services including installation costs.
f. Ordering Methods
    i. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined.
    ii. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that sufficient funds have been obligated toward the purchase.
    iii. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
    iv. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.
g. NDESC requires that all participating vendors offer the contract opportunity to all NDESC participating agencies.

12. Administrative Fees and Reporting

The administrative fee is to be paid by the Vendor to NDESC, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to NDESC a sales report, in Excel format, listing the following information:

a. Name of purchasing agency
b. Address of purchasing agency (city, state, zip code)
c. Date of purchase
d. Invoice number
e. Amount of purchase
f. Administrative fee generated by sale
g. Savings generated by sale

This report shall include all sales made and payments received by the Vendor in said quarter. The sales report shall be emailed to Jane Eastes at jeastes@lcsc.org and copied to Lori Mittelstadt at lmittelstadt@lcsc.org. Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to NDESC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment. If mailing a check, the payment shall be delivered to Jane Eastes, NDESC, 1001 East Mt. Faith, Fergus Falls, MN 56537. The check shall be made out to Lakes Country Service Cooperative.

13. **Express Online Marketplace**

NDESC provides participating agencies with an online purchasing platform called Express, powered by EqualLevel. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of NDESC's commodity-based contracts. A Vendor does not have to have an e-commerce site to be included in Express. NDESC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. NDESC will work with the Vendor to determine if the contract agreement is suitable for the online platform. If deemed suitable, NDESC will require integration into Express promptly.

20. **OHIO COUNCIL OF EDUCATIONAL PURCHASING CONSORTIA (OCEPC)**

A. **General Terms and Conditions that apply for all Categories:**

1. Compliance with Laws/Forum Designation

Contractor shall comply with Federal, State, and Local Laws, Codes and Regulations while fulfilling the contract. It is the Contractor'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. Contractor shall verify to the Ohio Council of Educational Purchasing Consortia (OCEPC), its Member Agencies and other qualifying purchasers that the Contractor is complying with all Federal, State and Local Laws, Codes and Regulations while fulfilling the contract. Moreover, this contract shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to its principles of conflict of law. Legal proceedings arising under this contract shall be brought in an Ohio Court of Common Pleas of the County where the Member Agency's main office is located.

2. Delinquent Tax Affidavit

Contractor shall provide an affidavit relating to delinquent taxes as may be required by Ohio Revised Code Section 5719.042.

3. Secretary of State Registration

Contractor shall meet and maintain all registration requirements as necessary to conduct business in the State of Ohio, including but not limited to registration with the Ohio Secretary of State.

4. Findings for Recovery

Contractor warrants and represents that it is not subject to a finding for recovery under Ohio Revised Code Section 9.24, or that Contractor has taken the appropriate remedial steps required under Ohio Revised Code Section 9.24, or otherwise qualifies under Ohio Revised Code Section 9.24.

5. Ohio Workers Compensation Insurance

Contractor, and any subcontractors hired by Contractor shall, at their own expense, maintain in force for the duration of the project workers' compensation and employer's liability insurance as required by the laws of the State of Ohio.

6. Project Personnel. Student Safety and Background Checks

Member Agency shall have the right to reject the participation of any personnel of Contractor in the performance of the services if, in relation to the work assigned to them, the Member Agency deems such personnel to lack the skill, experience and expertise required to perform the services or if Member Agency considers their performance to be substandard or otherwise detrimental to the proper completion of the services. Contractor will advise Member Agency promptly of any change in the project manager or other key personnel assigned to the performance of the services.

Contractor acknowledges that the safety of the Member Agency's students, employees, officials and guests is of the utmost importance. Contractor will endeavor to ensure that its officers, employees, agents, representatives, and consultants will take no action that would jeopardize the safety of the Member Agency's students, employees, officials, or guests. The Member Agency reserves the right to require Contractor's officers, employees, agents, representatives and consultants to wear identification and stay in designated work areas at all times while on the Member Agency's property. The Member Agency shall have the right to effect the immediate removal of any person associated in any way with Contractor from Member Agency property for failure to wear identification, for being outside a designated work area, for fraternizing with or engaging in any improper behavior directed toward or in the vicinity of students, employees, officials, or guests of the Member Agency or for any other good cause.

Contractor shall perform or cause to be performed an Ohio Bureau of Criminal Investigation and Identification and Federal Bureau of Investigation criminal background check of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person shall be employed by Contractor who has been found guilty of any of the criminal offenses enumerated in Ohio Revised Code Section 3319.39 without prior approval of the Member Agency.

7. Independent Contractor

Contractor shall be an independent contractor and neither Contractor nor any of its subcontractors, nor the employees of any thereof, shall be deemed to be the servants, employees, or agents of Member Agency. Contractor shall be responsible for paying all costs related to its employees and managers performing the services. Contractor shall remain liable and responsible to Member Agency for all of its obligations under this contract, regardless of whether the services are performed by the Contractor or a subcontractor of any tier.

8. Ownership of Instruments of Service

Drawings, data and other documents prepared by, or with the cooperation of, the Contractor pursuant to this contract shall become, upon payment of all undisputed compensation due the Contractor from the Member Agency, the property of the Member Agency. Such drawings, data or other documents may be used by the Member Agency or others employed by the Member Agency without compensation to the Contractor.

9. Audit

Member Agency may audit and inspect Contractor's records and accounts at any time during the Contractor's performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.

10. Notices

Unless otherwise expressly provided in this contract, all notices and other communications given under the contract shall be in writing and shall be deemed effective upon receipt by the addressee at its address as set forth in the contract or at such other address as such party shall have notified the other in writing.

11. Non-Appropriation

If the Member Agency fails to appropriate sufficient monies in any fiscal year for payments due under the contract and other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then Member Agency will give Contractor prompt notice of such Non-Appropriation. This contract shall thereupon terminate without penalty or expense to the Member Agency.

12. No Personal Liability

It is understood and agreed that under no circumstances will the Member Agency's board members, officers, employees, or agents be personally liable for any obligations or claims arising out of or related to the contract.

13. Miscellaneous

Headings and titles of articles, paragraphs and other subparts of this contract are for convenience of reference only and shall not be considered in interpreting the text of this contract.

14. Successor and Assigns

OCEPC and the Vendor each binds himself and his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither OCEPC nor the Vendor shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers of OCEPC, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

This contract and any appendices constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto.

No contract amendments can be made without the approval of the AEPA membership.

15. General Liability & Auto Liability Insurance

Consistent with and supplementing the "insurance" clause in AEPA's "General Terms and Conditions for All Agencies," a Vendor Partner must procure before commencement of the work/contact, maintain until completion of the work/contract, and provide certificates of insurance for general liability insurance and auto liability insurance with limits of at least $1 million per occurrence. The Participating Entity must be named as an additional insured under the Vendor Partner's general liability insurance and auto liability insurance. Any Subcontractor of the Vendor Partner must meet these same requirements.

B. Non-Construction Products and Services:

1. Bus Purchases

For the purchase of school buses, the successful Contractor shall provide bonds required by Ohio Revised Code Sections 153.54 and 153.571.

C. Construction Products and Services:

For construction improvements, the following shall apply:

1. The successful Contractor shall provide such bonds required by Ohio Revised Code Sections 153.54 and 153.571.

2. Progress payments and retainage shall be in accordance with the provisions of the Ohio Revised Code including Ohio Revised Code Sections 153.12 and 153.14.

3. In the event that the agreement is subject to the prevailing wage requirements of either Ohio Revised Code Chapter 4115 or the Davis-Bacon Act, then the contract between the Member Agency and the Contractor shall contain the applicable rates and such terms and provisions as may be required by law.

4. Contractor shall comply with all applicable licensing requirements, including those of the Ohio Construction Industry Licensing Board.

D. **Procedures for Processing Orders:**

The OCEPC will keep informed its Member Agencies and other qualified purchasers of contract information via web site and through other marketing strategies. A list of OCEPC Member Agencies along with addresses, phones, contacts, etc. will be made available to successful Contractors. After contracts are awarded, Contractors may contact the OCEPC Member Agencies and other qualifying purchasers concerning their products and services.

Participating Member Agencies and other qualified purchasers will submit all purchase orders directly to the Contractor.

The Contractor price shall include a two percent (2%) administrative fee that the Contractor will collect from the Member Agency or other qualified purchaser. Administrative fees are to be remitted to the OCEPC on or before April 15, July 15, October 15 and January 15 of every calendar year with checks payable to the Southwestern Ohio Educational Purchasing Council, 303 Corporate Center Dr. Suite 208, Vandalia, OH 45377.

The Contractor will compile a quarterly report showing all purchases made by the OCEPC Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be emailed to the named point of contact for the OCEPC Member Agencies.

E. **Agencies Allowed to Purchase under Member Agency:**

All member cooperatives of the OCEPC and their individual Member Agencies are eligible to participate and purchase from the awarded AEPA contracts. All Ohio K-12 school districts, including Boards of Developmental Disabilities, Educational Service Centers, and Instructional Technology Centers, are eligible to participate and purchase from the awarded AEPA contracts. In addition, all colleges and universities, state, cities, counties, townships and other governmental agencies are eligible to participate if the AEPA contracts satisfy their individual procurement requirements.

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Revised and Approved January 11, 2023
Revised and Approved January 10, 2024

21. **Oregon, Intermountain Educational Service District (IMESD)**

A. Additional Agency Terms and Conditions – all categories

Intermountain Education Service District ("IMESD") is an educational service district organized under the laws of the STATE OF OREGON. Pursuant to Oregon Law ORS 279A and IMESD is authorized to cooperate with other entities and in such regard is authorized to cooperate with them in the purchasing of goods and services pursuant to these contract documents. As other entities cooperate with IMESD to take advantage of the goods and services made available pursuant to these contract documents, the terms and conditions of any such sales shall be in accordance with the contract documents.

Additionally Senate Bill 3184 enables Oregon's Education Service Districts to offer the services they provide to component school districts to other organizations. For the past 10 years, the InterMountain ESD (formerly Umatilla-Morrow ESD) has been a leader in expanding revenue available for schools and IMESD programs by providing these services outside of 19 local school districts. *(Reference: ORS 334.185*)

Under Oregon public contracting rules, each individual public agency will have its own local rules it must adhere to, in addition to statewide public contracting laws. InterMountain Education Service District does not presume that its cooperative purchasing program will necessarily comply with every agency's internal public contracting rules. We always advise potential customers to review the bid solicitation carefully and recommend review by their legal department and/or procurement personnel to assure that contracting laws are complied with.

ADVERTISING AND MARKETING: Bidders must demonstrate they possess the necessary resources and have a proven track record to market, offer, obtain, deliver, install and provide the sales and technical support services to IMESD and its participating agencies within the state of Oregon in a timely and cost effective manner.

APPLICABLE LAW AND VENUE: Any dispute arising out of any of the contract documents, or out of their performance, shall be decided by ligation in the Circuit Court of the State of Oregon in the county of Owner's residence, the parties consenting to jurisdiction in said court and permanently waiving jurisdiction in any other court, state or federal. In the event of litigation the prevailing party shall be entitled to an award of reasonable attorney's fees and costs at trial and upon any appeal thereof.
In the event that the successful bidder breaches a term of condition of a contract awarded, the IMESD may terminate the contract. In addition to the right to terminate due to the successful bidder's breach, and all other rights and remedies contained in other provisions, the IMESD reserves all its rights and remedies at law and in equity available due to the breach.
HAZARDOUS CHEMICALS: The Successful bidder shall supply current MSDS for all products as required below even if these sheets have been supplied in previous years.
The agencies participating on IMESD agreement will need MSDS and labels for certain products defined as hazardous chemicals by the State of Oregon in accordance with ORS 654.025(2) and 656.726(3). The successful bidder has the responsibility to determine such products and to provide MSDS and labels for such products. The MSDS shall be received by the IMESD by or at the time of the initial shipment of such products.
These requirements have been determined by the State of Oregon Workers Compensation Department, and published as Oregon Administrative Rules 437, Division 2 Hazard Communication. This document is available from Hazard Communication Coordinator, Accident Prevention Division, State of Oregon, Labor and Industries Building, 350 Winter St. NE, Salem, OR 97310, phone: (503) 378-3272 or (800) 922-2689 any local Accident Prevention Division Office.
HOLD HARMLESS: Bidders shall indemnify, hold harmless, and defend the IMESD from any and all liabilities, settlements, losses, penalties, costs, expenses, attorney fees (including attorney fees on appeal) in collection with any action, suit or claim based upon or allegedly based upon, resulting from or allegedly resulting from the successful bidder's negligence, omission, activities or services provided pursuant to a contract awarded to such bidder.

LAW OF THE STATE OF OREGON: Any contract between the IMESD and a bidder shall be entered into within the State of Oregon, and the laws of said state, whether substantive or procedural, shall apply to the contract.

In addition to any requirements listed, vendor shall comply with all, current, applicable state, federal and local laws, regulations and ordinances. If through mistake or otherwise any such provision is omitted then submission by either IMESD or the vendor-partner the contract shall be amended to make such inclusion or correction. IMESD Also reserves the right to amend the contract resulting from state law changes. Vendor-partners will be sent written notification of such changes.

SEVERABILITY: The parties agree that if any term or provision of a resultant contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

TAXES: Taxes, whether State or Federal, shall not be included in bid prices. Our Employer Identification No: 93-6000924 indicated our tax exemption status as a political subdivision. Contractor must certify compliance with the Oregon tax laws in accordance with ORS 305.385 when applicable.

B. Additional Agency Terms and Conditions – Non-construction Products and Services

None

C. Additional Agency Terms and Conditions – Construction Products and Services

1. Prevailing wage rates/Davis-Bacon.
As set forth in the conditions below, if this is a public works project (as defined below) Oregon State prevailing wage rates will apply unless exempted. If federal funds are being used, Bidders must take into account the need to comply with the Davis-Bacon Act. If both the federal and state prevailing wages are required the Contractor is required by law to pay the greater of the applicable prevailing wage. Pursuant to ORS 279C.365 no bid will be considered unless the bid contains a statement by the Bidder as a part of its bid that the provision of ORS279C.840 will be complied with.

(a) If contract is $50,000.00 or under and there are no federal funds involved the contract is exempted from prevailing wages pursuant to ORS 279C.810(2) (a).

(b) If contract exceeds $50,000.00 and there are no federal funds involved, existing prevailing wage rate of the State of Oregon will apply. No worker may be paid by any Contractor or Subcontractor a wage less than the wage required by ORS 279C.840. Every subcontract shall include the requirements of this section. Prevailing wages, state and federal, can be seen at the websites referred to in Section 6(a), Additional Requirements of Oregon Law for Public Contracts, Public Works, and Improvements and Miscellaneous Provisions.

(c) If contract exceeds $50,000.00 and/or federal funds are involved, unless otherwise exempted by law, Contractor shall comply with ORS 279C.800 to 279C.870 relating to the payment of prevailing wages; Contractor shall also comply with the federal Davis-Bacon Act to the extent applicable. No worker may be paid by any Contractor or Subcontractor a wage less than the wage required by ORS 279C840 and if the state and federal prevailing wage laws both apply, Contractor shall pay as wages the great of the applicable prevailing wage. Every Subcontractor shall include the requirements of this section. Additional Requirements of Oregon Law for Public Contracts,

2. Residence status of Bidder
Each Bidder must identify in its bid whether the Bidder is a resident Bidder, as defined in ORS 279A.120.

3. Licensure
If the contract involves asbestos or asbestos abatement, the contactor or subcontractor must be licensed under ORS 468A.720.

4. Bonding
If this contract is a public improvement contract in excess of $100,000.00, at the time of the execution of the contract, the successful Bidder shall also deliver to the Owner good and sufficient bonds endorsed on forms supplied by Owner, in sums equal to the contract price, for the faithful performance of the contract, and for the payment of all claims for labor, materials, equipment, and rental equipment that may result from work performed pursuant to the contract documents. The successful Bidder shall not be allowed to execute the contract without the concurrent delivery to the Owner of the bonds required by this paragraph on the required forms. At owner's sole discretion, Contractor shall be subject to disqualification and forfeiture of bid security for breach of this section. If Bidder is disqualified, Owner may award the contract to another Bidder.

5. Subcontractor Disclosure
Unless exempted by ORS 279C.370(1)(c) for public improvement contracts, all Bidders shall within two hours of the date and time of the deadline when bids are due submit information about certain first-tier Subcontractor when the contract value for public improvements is greater than $100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier Subcontractor furnishing labor or labor and materials would be greater than or equal to:

(i) 5% of the project bid, or $15,000, or
(ii) $350,000 regardless of the percentage, Bidders must disclose the following information about that Subcontractor:

(a) the Subcontractor's name, and
(b) the category of the work that the Subcontractor would be performing, and
(c) the dollar amount of the subcontract

If Contractor will not be using any Subcontractors that are subject to the above disclosure requirements, Contractor is required to indicate "NONE" on the reply form.
THE OWNER MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

Project name:
Bid #:
Bid Opening Date:
Name of Bidding Contractor:
Required Disclosure Deadline:

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

See the certification above the signature line on the second page of this form regarding the Subcontractors that must be disclosed.

The Owner will insert "NA" above if the contract value is not anticipated to exceed $100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

This form may not be submitted by facsimile. It is the responsibility of Bidders to submit this disclosure form and any additional sheets, completely filled out and signed, by the specified disclosure deadline.
List below the name of each Subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the Subcontractor will be performing and the dollar value of the subcontract. Enter "None" if there are no Subcontractors that need to be disclosed. (Attach additional sheets if needed.)

NAME OF SUBCONTRACTOR	CATEGORY OF WORK	DOLLAR VALUE

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

CERTIFICATION

It is certified that the above listed first-tier Subcontractor(s) are providing labor, or labor and material, with a dollar value equal to or greater than:

(a) 5% of the total Contract Price, but at least $15,000 [if the dollar value is less than $15,000 do not list the Subcontractor above], or

(b) $350,000 regardless of the percentage of the total Contract Price.

Form submitted by (insert Bidder name):
Contact name:
Telephone number:

Additional Requirements of Oregon Law for Public Contracts, Public Works, and Improvements; Miscellaneous Provisions

"Owner" means the public entity executing the Contract of which these provisions are a part.
"Public improvement" means projects for construction, reconstruction or major renovation on real property by or for a public agency. "Public Works" shall mean roads, highways, buildings, structures and improvement of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by any public agency to serve the public interest by does not include the reconstruction or renovation of privately owned property which is leased by a public agency.

(1) In reference to ORS 279B.220 and 279C.505. Contractor shall:

(a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in the contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished.

(d) If the contract is for a public improvement, demonstrate to Owner that Contractor has an employee drug testing program in place.

(e) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(2) In reference to ORS 279C.515 regarding contracts for public improvements:

(a) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such contract.

(b) If the contract is for a public improvement and if the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract within thirty days after receipt of payment from the Owner or a Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten day period that payment is due under ORS 279C.580(4)and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty days after the date when payment was received from the Owner or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

(c) If the contract is for a public improvement, or is related to a contract for a public improvement, and if the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract, that person may file a complaint with the Construction Contractor's Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(d) The payment of a claim in the manner authorized in this section of this contract shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims.

(3) Relating to ORS 279B.020 and ORS 279C.520. Contractor shall comply with ORS 279B.020 and ORS 279C.520 in their entirety (when applicable), and in this regard:

(a) No person shall be employed for more than ten hours in any one day, or forty hours in any one week except in cases of necessity, emergency, or where the Owner absolutely requires it, and in such cases, the employee shall be paid at least time and half pay:

(i) For all overtime in excess of eight hours a day or forty hours in any one week when the work week is five consecutive days, Monday through Friday; or

(ii) For all overtime in excess of ten hours a day or forty hours in any one week when the work week is four consecutive days, Monday through Friday; and

(iii) For all work performed on Saturday, Sunday, and on any legal holiday specified in ORS 279B.020 and 279C.540.

(iv) Contractor shall comply with the notice and posting requirements of ORS 279B.020 and 279C.520(2). Contractor shall pay employees for overtime work performed under this Contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

(4) If the contract is for a public improvement, Contractor shall at its sole expense comply with any and all applicable statutes or ordinances, and all regulations of any agencies, whether federal, state, local or tribal, dealing with the prevention of environmental pollution and the preservation of natural resources including without limitation water that affect the performance of this contract.

The following agencies, as well as others, may have pertinent regulations:

Federal: Army Corps of Engineers, Federal Energy Regulatory Commission, Environmental Protection Agency, Dept. of Human and Health Services, Dept. of Interior including but not limited to the US Fish and Wildlife Service, Department of Labor, and Water Resources Council.

State: Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Human Resources, Soil and Water Conservation Commission, and Oregon Water Resources Department.

Local: City and County wherein the project is to be undertaken.

Tribal: Confederated Tribes of the Umatilla Indian Reservation.

(5) In relation to ORS 279B.230 and 279C.530, Contractor shall comply in their entirety, and in this regard:

(a) Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(b) All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

(6)

(a) If the contract is for public works and is over $50,000, Contractor, unless otherwise exempted by law, shall comply with ORS 279C.800 to 279C.870 relating to the payment of prevailing wages; Contractor shall also comply with the federal Davis-Bacon Act to the extent applicable. The prevailing rates of wage, state and federal, made available on the internet are hereby incorporated by reference; they may be seen at various sites including at www.boli.state.or.us/BOLI/WHD/PWR and www.access.gpo.gov/davisbacon/or.html. If the state and federal prevailing wage laws both apply, Contractor shall pay as wages the greater of the applicable prevailing wage. Contractor shall comply with all wage reporting and certification requirements of the prevailing wage laws and/or the Davis-Bacon Act, as applicable.

(b) Before starting Work the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond

(7) The following apply to contracts for public improvements:

(a) Contractor shall comply with ORS 279C.580, dealing with Contractor's relations with Subcontractors. Without limiting the generality of the foregoing, in this regard Contractor shall include a clause in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including a material supplier, for the purposes of performing the contract:

(i) that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the Owner; and

(ii) that obligates the Contractor, if payment is not made within thirty days after receipt of payment from the Owner, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause required by the preceding paragraph. The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and shall be computed at the rate specified in ORS 279C.515(2).

(b) Contractor shall include in each of its subcontracts, for the purpose of performance of work in relation to project, a provision requiring the first-tier Subcontractor to include a before clause and an interest penalty clause conforming to the foregoing standards in each of its contracts and to require each of its Subcontractors to include such clauses in their

subcontracts with each lower-tier Subcontractor or supplier.

(c) Nothing stated herein shall be construed to preclude the negotiations allowed pursuant to ORS 279C.580(5).

(8) If any work supplied pursuant to the contract requires licensing with the Construction Contractors Board or the State Landscape Contractors Board, Contractor must be so licensed in order to submit a bid for the contract, and Contractor and all relevant Subcontractors must remain licensed during the period required for performance. Contractor certifies that all Subcontractors and workers will be properly licensed to perform the work required by this Contract before their commencement of work.

(9) If this contract is for public improvements, then retainage in the amount of 5% of the amount due shall be withheld in accordance with Oregon laws, including ORS 279C.550 et seq.

(10) If this contract is for a public improvement, and unless exempted by resolution of the Owner, Contractor shall comply with ORS 279C.380 and execute and deliver to Owner a good and sufficient performance bond and payment bond to be approved by Owner in a sum equal to the contract price.
By way of supplement to, and equally binding as, all of the foregoing:

(10.1) Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: I) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are incorporated by reference herein.

(10.2) Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

(a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, in the awarding of subcontracts (ORS 279A.110).

(b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.

(10.3) Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.

(10.4) Unless contrary to federal law, Contractor shall certify that each landscape Contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape Contractor's license issued pursuant to ORS 671.560.

(10.5) The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.

(11) Contractor must certify compliance with the Oregon tax laws in accordance with ORS 305.385 when applicable.

(12) Upon receipt by Contractor of any notice or claim, pursuant to ORS 279C.600 et seq (concerning action against bonds) Contractor shall immediately notify Owner in writing.

(13) Unless agreed to by Owner in writing, Contractor may not assign, transfer, dispose of, or delegate its duties under the contract.

(14) Contractor shall be responsible for compliance with all local, state, tribal, and federal laws, applicable to any aspect of the work to be performed. It shall be Contractor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Contractor shall indemnify, defend, and hold harmless Owner for any default or breach of Contractor in this regard.

(15) The submission of a bid for this contract is certification by Contractor that Contractor has not discriminated and will not discriminate in violation of ORS 279A.110 against any minority, women, or emerging small business enterprises in obtaining any required subcontracts.

(16) If this contract is a public improvement contract for demolition, Contractor shall salvage or recycle constructions and demolition debris if feasible and cost-effective.

(17) If this contract is a public improvement contract for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

(18) Any dispute arising out of any of the contract documents, or out of their performance, shall be decided by litigation in the Circuit Court of the State of Oregon in the county of Owner's residence, the parties consenting to jurisdiction in said court and permanently waiving jurisdiction in any other court, state or federal. In the event of litigation the prevailing party shall be entitled to an award of reasonable attorney's fees and costs at trial and upon any appeal thereof.

D. Procedure for Agencies Processing Orders under IMESD in Oregon

Once the award is made to the vendor, IMESD will market these contracts by: 1) including the contract on the IMESD website, 2) announcing the award in flyers, and 3) attending vendor events throughout school year. A list of schools, contact names, addresses and phone number can be accessed through the Oregon Department of Education website. At this point the vendor contacts schools and schools may contact the vendor. When the school/agency identifies a product or services and agrees on price it issues to Vendor a purchase order for that item or service, referencing the AEPA Bid number. The purchase order must include an additional two percent (2%) administrative fee in the total to be forwarded by the vendor to IMESD after the sale. All participating vendors agree to and are subject to audit proceedings of IMESD member sales.

Upon receipt of the purchase order, the vendor provides the goods or service listed on the purchase order. It is important to remember the vendor makes delivery to the member unless other arrangements are made in cooperation with IMESD. When all items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, vendor then invoices the member for the goods and service. This invoice includes the additional two percent (2%) administrative fee to the total amount invoiced of the goods or service provided by the vendor. This percent is based on the total sales of goods or services. The member then pays the vendor including the two percent (2%) administrative fee. IMESD then invoices the Vendor for the 2% administrative fee based on the sale of goods and services collected by the vendor.

E. Agencies Allowed to Purchase under IMESD in Oregon

The InterMountain Education Service District (IMESD) participates in a national non-profit organization, the Association of Educational Purchasing Agencies (AEPA), which is a procurement vehicle. The mission of IMESD's involvement with AEPA is to cooperatively serve Oregon state agencies members through a continuous effort to explore and solve present and future purchasing needs. AEPA goals include working to secure multi-state volume purchasing contracts with benefits that are measurable, cost-effective and continuously exceed our state member's expectations. InterMountain Education Service District is the member agency representing Oregon in AEPA through an IMESD board approved Memorandum of Understanding between all participating states that are all political subdivisions related to K-12 education. All AEPA bids have been advertised by IMESD in Oregon.

Pursuant to Oregon Law, ORS 279A, InterMountain Education Service District is authorized to offer these contracts to other government entities including school districts, state universities, community colleges, special districts, local and state government.

There is no fee or annual dues to become an IMESD agency member to purchase. InterMountain Education Service District's contract management efforts are funded by a nominal administrative fee paid by the vendor based on sales volume.

22. Pennsylvania, Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network

A. **Additional Member Agency <u>General Terms and Conditions that apply to all categories</u>**

The Keystone Purchasing Network (KPN) is a cooperative purchasing program operated by the Central Susquehanna Intermediate Unit under various state inter-governmental cooperation laws and includes members in several east coast states that currently includes Pennsylvania, Maryland, District of Columbia, New York and Delaware. All applicable Local, State and Federal laws and regulations will apply to any purchases of equipment, services or construction in any of these states and to other states that may be added under the KPN membership throughout the term of these contracts.

Marketing and Advertising under this Agreement: Vendor will actively promote the resulting contract in Pennsylvania, Maryland, District of Columbia, Delaware and New York States. Vendor will comply with the AEPA Marketing program along with the requirement listed below.

1. Vendor will include the approved KPN logo, web address, contract number and toll free number in all print electronic mail and other advertising and promotion intended for release to PA, MD, DC, DE and NY excluding national marketing releases.
2. The KPN logo and associated KPN information shall be of a clearly readable size and in appropriate proportion to other elements in the printed material.
3. Vendor agrees to provide KPN with a copy or proof sheet of the advertisement or promotion material. Vendor will provide KPN with date of release and name of publication, journal, etc.
4. Vendor shall place a supplied KPN vendor sign on booths, tables, etc. of any or all exhibits for which the vendor displays/participates at tradeshows, conventions and the like. Vendor will supply in advance scheduled exhibit dates. Vendor agrees to make available at the exhibit KPN supplied brochures or other promotion materials.

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

f. Vendor will supply product catalog information, product description, pricing, etc., in a spreadsheet format as specified by KPN for inclusion on the KPN website.

g. Vendor agrees to cooperate in developing appropriate website content to promote its products, services and their advantages to KPN members.

h. Requested materials will be submitted to KPN within 30 days.

Pricing and Ordering: Vendor will provide all pricing information in an electronic format and/or setup an electronic ordering system that would show the current contract prices along with the KPN administrative fee of 2% or as adjusted by the KPN. In the case of electronic ordering, the KPN would have administrative reporting capabilities with an online ordering system. The KPN administrative fee will apply to all purchases, installation, total lease, total rental prices and all construction and installation and annual maintenance fees and will be included in the net price offered to the purchasing agency.

Compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

When a KPN member seeks to procure goods and services through a KPN contract using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the following procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"):

a) Contractor Violation or Breach of Contract Terms:
Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Contractor default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any Contract award will be subject to such provisions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

b) Termination for Cause or Convenience:
For any purchase or contract in excess of $10,000 made using federal funds, the contractor agrees that the following term and condition shall apply:
The KPN member may terminate or cancel any purchase order under this a contract at any time, with or without cause, by providing seven (7) business days' advance written notice to contractor. If an agreement is terminated in accordance with this Paragraph, the KPN member shall only be required to pay contractor for goods or services delivered to the KPN Member prior to the termination and not otherwise returned in accordance with Contractor's return policy. If the KPN member has paid the contractor for goods or services not yet provided as of the date of termination, the contractor shall immediately refund such payment(s).

c) Equal Employment Opportunity:
Except as otherwise provided under 41 CFR Part 60, all KPN member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive

Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The Contractor agrees that such provision applies to any KPN member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and the Contractor agrees that it shall comply with such provision.

d) Davis-Bacon Act:
When required by Federal program legislation, the Contractor agrees that, for all KPN member prime construction contracts/purchases in excess of $2,000, the Contractor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov.
The contractor agrees that, for any purchase to which this requirement applies, the award of the purchase to the contractor is conditioned upon the contractor's acceptance of the wage determination. The contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

e) Contract Work Hours and Safety Standards Act:
Where applicable, for all KPN member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, the contractor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

f) Right to Inventions Made Under a Contract or Agreement:
If the KPN member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. The Contractor agrees to comply with the above requirements when applicable.

g) Clean Air Act and Federal Water Pollution Control Act:
Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

h) Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor certifies that The Contractor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor further agrees to immediately notify the KPN member with pending purchases or seeking to purchase from the contractor if the contractor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i) Byrd Anti-Lobbying Amendment:
Byrd Anti-Lobbying Amendment (31 USC 1352) – Bidders who bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Bidders agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

j) Procurement of Recovered Materials:
For KPN member's purchases utilizing Federal funds, the contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as the District may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

k) Profit as a Separate Element of Price:
For purchases using federal funds in excess of the simplified acquisition threshold currently set at $250,000, the KPN member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by the KPN member, the contractor agrees to provide information and negotiate with the KPN member regarding profit as a separate element of the price for a particular purchase. However, the contractor agrees that the total price, including profit, charged by the contractor to the KPN member shall not exceed the awarded pricing.

l) Bonding Requirements:
Pursuant to 2 C.F.R. § 200.326, for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold currently set at $250,000, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the KPN member, provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

i. A bid guarantee from each Bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

ii. A performance bond on the part of the contractor for one hundred percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

iii. A payment bond on the part of the contractor for one hundred percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. The bonding requirements set forth above are in addition to and not in limitation of any bonding requirements under applicable state law.

m) Not-To-Exceed Price:
If requested by the KPN Member, on any contract based on time and materials, the Contractor shall set a ceiling price that Contractor exceeds at its own risk pursuant to 2 C.F.R. § 200.318(j).

n) Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms:
Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business

Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

o) Equivalent Products:

i. Comparable (Alternate) Products: Where the specification states a named product followed by "or equal," an alternate or comparable product may be bid; however, the burden is on the bidder to provide evidence that a proposed alternate meets or exceeds the KPN specified named product and its attributes and that it provides an equal or better warranty. If comparable product(s) are proposed in the bid, the bidder must provide a detailed comparison for each to include a list of all the significant qualities of the product named in the Specification and those of the proposed alternate product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated. KPN reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.

ii. Substitutions for Cause: A contractor (awarded bidder) may only propose substitutions pursuant to a purchase order submitted by a purchasing KPN member in the event of unavailability of product, regulatory changes or unavailability of required warranty terms. The contractor must notify both KPN and the purchasing member of all substitutions for cause with full documentation at least thirty (30) working days in advance of the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The purchasing member must approve all substitutions. The KPN members reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.

iii. Substitutions for Convenience: Bidders may not propose substitutions for convenience.

p) Preference for American Made Materials:
Contractor should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, when possible in connection with any services provided to the Eligible Entity.

General Compliance and Cooperation with KPN member:
In addition to the foregoing specific requirements, the contractor agrees, in accepting any purchase order or contract from the KPN member, it shall make a good faith effort to work with the KPN member to provide such information and to satisfy such requirements as may apply to the KPN member's purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements, and contract cost and price analyses required under the Uniform Guidance.

B. **Additional Member Agency General Terms and Conditions for <u>Non-Construction Products and Services</u>**

None

C. **Additional Member Agency General Terms and Conditions for <u>Construction Products and Services</u>**

The following items refer to all projects involving construction or construction related services:

The following items pertain to and only to construction, construction related services and athletic surfaces contemplated by a KPN contract. The awarded contractor agrees that in performance of the services required under a KPN contract to abide by all federal, state and local laws, regulations and ordinances where this contract is utilized, and regulations that may apply to renovations under this bid, including but not limited to those listed below. It is the responsibility of the contractor to determine the applicability and requirements of any such laws and to abide by them. Additionally, the contractor has the sole responsibility for the compliance with other matters in conjunction with the services to be performed hereunder.

a) Performance and Labor Material Payment Bonds. The contractor must provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, before award of the contract (Sections 756 and 757 of the Commonwealth of Pennsylvania Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967).

b) Discrimination Prohibited. According to 62 PA CSA 3701, the contractor agrees that:

a. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor will by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

b. No contractor or subcontractor or any person on their behalf may in any matter discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.

c. The contract may be canceled or terminated by the government agency and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of that portion of the contracts.

c) Human Relations Act. The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (PL 744)

(43 PS § 951 et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor agrees to comply with the provisions of this Act as amended that are made part of this specification. (CF: 16 PA Code 49 §101).

d) Competent Workmen Act. Section 7-752 of the Commonwealth of Pennsylvania Public School Code of 1949 requires that when the total estimated cost of a project is $25,000 or less, no person may be employed to do work under such a contract except competent first class workmen and mechanics. No workmen are regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who are to be paid not less than such rates of wages and for such hours of work as are established and current rates of wages paid for such hours by employers of organized labor in performance of similar work in the district where work is being done.

e) Pennsylvania "Prevailing Wage" Rates. For projects for which the total estimated cost is greater than $25,000, paid for in whole or in part out of funds of a public body, except for maintenance work or work performed under a rehabilitation program or manpower training program, "Prevailing Wages" must be specified. Further information on the implementation of the act, definition of maintenance work and prevailing wage rates is available from the Pennsylvania Department of Labor and Industry, (800) 932-0665 or (717) 787-4763. When applicable, the federal Davis-Bacon Wage Rates schedule for federally assisted projects applies. This regulation and the general Pennsylvania prevailing wage rates (Act 442 of 1961, PL 987, as amended) as determined by the Secretary of Labor and Industry, which must be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which the public work is performed, are made part of this specification.

   a. The general prevailing minimum wage rates, including contributions for employee benefits, as determined by the Secretary of Labor and Industry (hereinafter "Secretary"), are to be paid to the workmen, employed in the performance of the contract.
   b. The contractor will pay no less than the wage rates as determined by the Secretary and will comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act 442), as amended August 9, 1963 (Act 342), and the regulations issued pursuant thereto, to assure the full and proper payment of said rates.
   c. These contract provisions apply to all work performed on the contract by the contractor and to all work performed on the contract by all subcontractors.
   d. The contractor must insert in each of the subcontracts all of the stipulations contained in these required provisions.
   e. No workmen may be employed on the work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in the regulations will be followed.
   f. All workmen employed or working on the work are to be paid unconditionally regardless of whether any contractual relationship exists or the contractual relationship which may be alleged to exist between any contractor, subcontractor and workmen, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in this contract, the act or the regulations prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workmen of the work.
   g. The contractor and each subcontractor must post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:
      i. Name of project.
      ii. Name of public body of which it is constructed.
      iii. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
      iv. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
      v. A statement advising workers that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor and/or subcontractor are not complying with the Act or the regulations in any manner whatsoever, they may file a protest with the Secretary within three (3) months of the date of the occurrence, objecting to the payment to the contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the project. Any workmen paid less than the rate specified in the contract have a civil right of action for the difference between the wage paid and wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.
   h. The contractor and all subcontractors must keep an accurate record showing the name, craft and/or classification, number of hours worked per day, the actual hourly rate of wage paid (including employee

benefits) to each worker employed in connection with the work and such record must include any deductions from each worker. The record must be preserved for two (2) years from the date of payment and is open at all reasonable hours to the inspection of the owner and the Secretary or the Secretary's authorized representative.

i. Apprentices are limited to such numbers as in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the rules and regulations issued pursuant thereto will be employed on the work. Any workers using the tools of a craft who do not qualify as apprentices within the provisions of this submission must be paid the rate predetermined for journeymen in that particular craft and/or classification.

j. Wages will be paid without deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits, which the Secretary has determined to be included in the prevailing minimum wage rate must pay the monetary equivalent thereof to the worker.

k. Payment of compensation to workers for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result will be deemed a violation of the Act and the regulations, regardless of the average hourly earnings resulting there from.

l. Each contract and each subcontractor must file a statement each week and a final statement at the conclusion of the work on the contract with the owner, under oath, and in form satisfactory to the Secretary, prescribed by the regulations, or if any wages remain unpaid, to the amount of wages due and owing to each worker respectively.

m. The provision of the Act and the regulations are incorporated by reference in the contract.

f) Standard of Quality. The various materials and products identified in the specifications by name or description are stated to establish a standard of quality and of cost for bid or proposal purposes.

a. Named Products: Items identified by the manufacturer's name. The specification may also include make, model number or other designation shown or listed in the manufacturer's product literature current at the time of the bid. KPN reserves the right to require that a single manufacturer or source be provided and that no comparable products (alternates) or substitutions may be accepted.

b. Comparable (Alternate) Products: Where the specification states a named product followed by "or equal," an alternate or comparable product may be bid; however, the burden is on the bidder to provide evidence that a proposed alternate meets or exceeds the KPN specified named product and its attributes and that it provides an equal or better warranty. If comparable product(s) are proposed in the bid, the bidder must provide a detailed comparison for each to include a list of all the significant qualities of the product named in the Specification and those of the proposed alternate product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated. KPN reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.

c. Substitutions for Cause: A contractor (awarded bidder) may only propose substitutions pursuant to a purchase order submitted by a purchasing KPN member in the event of unavailability of product, regulatory changes or unavailability of required warranty terms. The contractor must notify both KPN and the purchasing member of all substitutions for cause with full documentation at least thirty (30) working days in advance of the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The purchasing member must approve all substitutions.

d. Substitutions for Convenience: Bidders may not propose substitutions for convenience.

g) Provisions for the Use of Steel and Steel Products Made in the United States. In accordance with Act 3 of the 1978 General Assembly of e Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein will be used or supplied in the performance of the contract or any subcontracts there under in accordance with Act 161 of 1982, and cast iron projects must also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

h) Prohibition on Cash Allowances. Cash allowances are prohibited.

i) Time(s) of Completion of the Project. Completion dates for projects must be stated in terms of actual date(s) or the number of calendar working days after notice to proceed with the work not to exceed one hundred eighty (180) calendar days unless otherwise agreed upon by member.

j) Owner's Compliance in Retaining Payments. Unless a member stipulates otherwise, payment retentions and progress payments are as follows: Ten percent (10%) of all contract payments are retained by the member as insurance of proper performance of the prime contractor. The prime contractor agrees to identify the amount of the invoices sent to the member agencies, then report usage of the contract and sales volume to KPN. When fifty percent (50%) of the work

is completed, as determined by the member agency, one–half (1/2) of the amount retained will be paid to the prime contractor, if the prime contractor requests payment, provided that the prime contractor is making satisfactory progress and there is no specific cause for greater withholding. After fifty percent (50%) of the work is completed, not more than five percent (5%) of the amount of any subsequent progressive payments may be retained, unless the governing board of the member agency determines that satisfactory progress is not being made, at which point ten percent (10%) retention may be reinstated. If the member and the prime contractor agree to a substitute security, the agreement must fully comply with Pennsylvania law. If the substitute security is agreed to, the prime contractor must provide KPN and the member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against KPN, the member, or the prime contractor, in relationship to the security assigned. The prime contractor, as authorized above, will pay any interest due a subcontractor or material supplier. A subcontractor to the prime contractor may request, in writing, that the subcontractor be notified within five (5) days of payment of each progress payment made to the prime contractor. It is the responsibility of the prime contractor to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract. Once all bonds are in place, the prime contractor and the authored agent of purchasing KPN member will agree in writing upon a schedule of payments based on identifiable milestones. Retention of payments must be done in accord with 62 PA CSA 3921.

A contract containing a provision for retainage as provided in 62 PA CSA 3921 must contain a provision requiring the architect, engineer or purchasing member complete the final inspection within thirty (30) days of the receipt of the request of the contractor for final inspection and application for final payment. If the work is substantially completed, the architect, engineer or purchasing member issues a certificate of completion and a final certificate for payment, and the purchasing member agency must make payment within 45 days, except as provided in §3921, less only one and one half (1½) times the amount required to complete any then-remaining uncompleted minor items, which amount must be certified by the architect, engineer or purchasing member and, upon receipt by the purchasing KPN member of any guarantee bonds which may be required, in accordance with the contract, to insure proper workmanship for a designated period of time. The certificate provided by the architect, engineer or purchasing member must list in detail each uncompleted item and a reasonable cost of completion. Final payment of any amount withheld for the completion of the minor items is due upon completion of the items as listed in the certificate issued by the architect, engineer or purchasing member.

k) Workers' Compensation Act. The contractor accepts, insofar as the work covered in the contract is concerned, the provisions of the Workers' Compensation Act 44 of 1993, and any supplements or amendments thereof, including any which may be passed in the future, and insures the contractor's full liability there under for all parts of the contract performed by the contractor or any of the contractor's partners, associates, employees or those the contractor may employ herein, or file with the purchasing KPN member a certificate of exemption from insurance issued by the Bureau of Workers' Compensation of the Department of Labor and Industry.

The contract at all times indemnifies and holds harmless the CSIU, KPN and KPN member agencies of and from all claims for Workers' Compensation which may be made by any of the employees of the contractor, and the contractor must appear for and defend the CSIU, KPN and KPN member agencies against any and all such claims. The contractor must be covered by Employers' Liability Insurance with a minimum limit of $250,000 for each employee, $2,000,000 policy limit and $250,000 for each accident.

l) Background Checks. Pursuant to Section 1-111 of the Commonwealth of Pennsylvania Public School Code and Sections 6354 – 6358 of the Public Welfare Code, known as Acts 33, 34, 114 and 151, and any such sections that will be appended to such in the future, all persons hired to work on the premises of public or private schools or agencies serving children, including independent contractors and their employees, are required to obtain background checks prior to entering the premises to perform the work. The background checks consist of the State Police Criminal History Record Information, the Pennsylvania Child Abuse History Clearance Form and the Federal Criminal History Record (FBI electronic fingerprinting). Contractors are required to perform the following measures:
    a. Assume the costs for the background checks.
    b. Identify all employees working on the premises of the project and present the original official documents containing background check information to the superintendent or superintendent's designee prior to the beginning of work. The school must make photocopies of the background checks, notate each with the date on which the original document was inspected and the name of the administrator who viewed the original. Such copies will be retained in the purchasing KPN school member's records, with the originals returned to the contractor.
    c. If new employees are added to the workforce during the course of the work, the contractor must follow the same procedures set forth above, §§ (1) and (2) prior to the new employee(s) working on the premises.
    d. The school entity must notify the contractor in writing if the decision to reject the contractor or any of the contractor's employees is based in whole or part on information revealed in the background checks.
    e. The purchasing KPN school member must follow the regulations promulgated by the State Board of Education concerning the confidentiality of the information contained in the background checks obtained pursuant to

these laws and regulations.

f. Upon written notice from the purchasing KPN school member, contractors must remove all persons declared unfit from the premises and project. The school district's right to declare such persons unfit is not limited to the required exclusion of persons from school property as set forth in Section 1-111 of the Pennsylvania School Code and/or Act 151 of 1994.

g. The following applies to all prevailing wage projects:
E-Verify. The successful Bidder and its subcontractors (as such term is defined in the act) are required to comply with the Public Works Employment Verification Act, Act No. 127, July 5, 2012 (formerly Senate Bill 637). All Bidders shall submit with their Bid a Public Works Employment Verification Form (the "Verification Form") to CSIU - KPN in the form published by the Commonwealth of Pennsylvania, Department of General Services. Per the act, the Verification Form is to be obtained from the Secretary of the Pennsylvania Department of General Services. The Verification Form is presently available on the Department of General Services website. Per the act, the Verification Form shall include a certification that the information in the statement is true and correct and that the individual signing the statement understands that the submission of false or misleading information in connection with the verification shall subject the individual and the public works contactor or subcontractor, as the case may be, to sanctions provided by law; and the verification form shall be signed by a representative of the public works contractor or subcontractor, as applicable, who has sufficient knowledge and authority to make the representations and certifications contained in the statement. Prior to award of a contract or purchase order by a Member Agency to the successful Bidder for a particular project, the successful Bidder shall submit to the Member Agency a Verification Form. Per the act, the successful Bidder's subcontractors shall provide to the Member Agency, and successful Bidder shall cause its subcontractors to provide to the Member Agency, their Verification Forms prior to commencing work on the Member Agency's project.
Bidders are required to submit the E-Verify form along with any other state required forms to members before commencing work on any project.

m) Prevention of Environmental Pollution. Section 3301 of the Commonwealth of Pennsylvania Procurement Code (Chapter 33 enacted May 15, 1998) requires that all IFBs and RFPs for construction projects issued by any governmental agencies require adherence to all applicable provisions of federal and state statutes, rules and regulations addressing prevention of environmental pollution and preservation of public natural resources that affect the project.

n) Architectural Services. For those Members who are Pennsylvania Public School Districts, and whose projects require architectural or engineering services, your attention is directed to Section 7-751.1 of the Pennsylvania Public School Code (24 P.S. § 7-751.1), which requires a public school district to engage an architect/engineer that is independent from the Vendor/Contractor's architect/engineer.

o) Multiple Prime Contractors. For those Members who are Pennsylvania Public School Districts, your attention is directed to Section 7-751 of the Pennsylvania Public School Code (24 P.S. § 7-751), which requires a public school district to use separate prime Contractors for plumbing, heating and ventilating, and electrical work. To the extent a school district's project extends beyond general construction services, the school district will need to separately bid plumbing, heating and ventilating, and electrical work, and should consult with its individual solicitor for compliance with Section 7-751. For other Members who are subject to multiple prime requirements under applicable bidding laws, such Members should consult with their individual solicitors for compliance with said requirements.

D. Procedure for Processing Orders

Once the award is made to the Contractor/vendor, KPN will inform its members of the contract by: (1) including the contract in the agency database that is available on the KPN website, (2) announcing the award in its periodic newsletter, and (3) publishing the contract information in a catalog disseminated to all members. A list of members, institution names, contact names, addresses and phone number will be made available to the vendor in an electronic format. At this point the Contractor/vendor contacts the members and members may contact the Contractor/vendor. When the member identifies a product or service it issues a purchase order for that item to the vendor. The vendor's price to its members will include the following administrative fees: currently 2% (two percent) on all supplies, equipment and construction, rental or lease, annual subscription fee, etc.; and others administrative fees as approved by KPN and will be collected from the member or other qualifying purchaser. KPN reserves the right to adjust the administrative fee at any time during the duration of the contract and any renewal period or to modify the administrative fee based on volume of purchase. If the administrative fee is reduced due to the size of the project the vendor will show the adjustment on the quote. The vendor will also compile a quarterly report showing all purchases made by KPN members under this contract. The vendor will also produce an annual report for all purchases made under this contract for a period beginning with the award of the contract through December 31st and all consecutive 12-month periods if contract is extended. The vendor will make all administrative fee payments to KPN by the 20th of the succeeding month of each 3-month calendar quarter after they have received payment from the member agency and all checks are to be made payable to the Central Susquehanna Intermediate Unit (CSIU) and sent to Keystone Purchasing Network, 90 Lawton Lane, Milton, PA 17847, and Attention: Mark C. Carollo. All reporting of purchases will be made using the provide Excel spreadsheet and will be broken down by entity by state and will show Order Date, Agency Name, Street Address, City,

State, Zip, PO #, and Total Price. Optionally, Item #, Item Description, Manufacturer #, Qty, Extended Advertised Price can be included.

***E*. Agencies Allowed to Purchase under the Member Agency**

The Keystone Purchasing Network (KPN) is a cooperative purchasing program operated by the Central Susquehanna Intermediate Unit under various state inter-governmental cooperation laws. Every public school district in the state is eligible to become a member and must complete a membership application with the KPN. No member is obligated to use these services, but they find the benefits of low price and not needing to go through the bidding process most advantageous. Only those members listed on an approved KPN membership list are eligible to purchase under these contracts. This list may change during the contract period and currently includes members from Pennsylvania, Maryland, New York, Delaware, District of Columbia and other Northeast & Mid-Atlantic states. Vendors may choose to offer KPN in other non-AEPA member states where cooperative purchasing laws allow.

Additional members may include other public educational institutions in the state, college, university, community colleges, vocational schools, charter schools, municipal and county governments and other non-profit organizations from Pennsylvania or any other state where a member is located. Membership from other entities is permitted by various intergovernmental cooperative purchasing laws or regulation from their home state.

As member agencies from other states are added to the membership of the KPN the awarded vendor(s) agrees to abide by all state and local laws and/or regulations that may apply to any purchase of products, services or construction by these agencies. KPN reserves the right to market any AEPA contract under any cooperative program name that it may choose in the future on a national basis in any non-AEPA member state.

23. **South Carolina, Carolinas Alliance 4 Innovation**

1. General Overview

a. Carolinas Alliance 4 Innovation (CA4I) became the AEPA representative for the state of South Carolina in 2020 and for the state of North Carolina in 2024.

b. CA4I is a 501.c.6, non-profit public benefit corporation whose mission is to promote innovative solutions for saving money, time and hassles in education and government for the purpose of community and economic development.

c. CA4I does business as "Carolina BUY."

2. Eligible Entities

a. CA4I is able to serve all AEPA eligible members, including City, County, and State Government Agencies and Special Purpose Districts; K-12 Public and Private Schools; Colleges and Universities; Public Libraries; and Non-Profit Organizations.

3. General Terms and Conditions that apply for all categories

a. **Governing Law:** The laws of the State of South Carolina govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a 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.

b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Greenville County, South Carolina. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Greenville County, South Carolina.

c. **Hazardous Substances:** All hazardous products purchased by members shall include a Safety Data Sheet (SDS) with the delivery.

d. **Award:** Upon acceptance and approval of the Vendor's offer by AEPA, CA4I will independently consider the recommendation based on the value of the potential contract for its participating agencies and the Vendor commitment to emphasize AEPA established discounts and Carolina BUY local advocacy in making sales proposals. In the event of a Vendor award, CA4I will inform its members of the award and contract by posting information on its website, in newsletters, and announcements to affinity partners along with contract instructions and ordering process.

e. **Processing Orders:** When an eligible educational, governmental or nonprofit member identifies a desired product or service, the member and the vendor may negotiate with each other to establish a description of items and/or services. The vendor shall quote a price to the member, in writing, using AEPA established discounts and including the two percent (2%) administrative fee or payment in the quoted price. The administrative fee shall be based upon the total cost of goods and/or services including installation costs. The administrative fee shall not be listed as a separate line item on the quote. When a member decides to purchase through the CA4I-AEPA contract, the member issues the purchase order directly to the vendor. The purchase order must include the total invoiced cost, based on

i. The total cost of goods, service, and installation, including the AEPA established discounts and a 2% administrative fee.

ii. Notification will be made to the vendor in the event the purchase order is not in compliance with the contract and adjustments will be made at that time. CA4I and the Vendor will mutually resolve any issues concerning past purchases. The purchase orders are to continue to be processed and viewed as approved unless notified by CA4I otherwise. All sales and transactions may continue without delay or in anticipation of the CPC purchase order verification.

iii. Once all the items and services on the purchase order have been delivered to the member completely and satisfactorily, the Vendor then files a copy of the final invoice, which is available to CA4I by request in support of the quarterly sales summary.

iv. The Vendor makes all deliveries and installations of products and services. CA4I does not warehouse items or provide installation services.

v. This administrative fee is to be paid by the vendor to CA4I, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to CA4I a sales report, in Excel format, listing the following information:

1. Name of purchasing agency
2. Address of purchasing agency (city, state, zip code)
3. Date of purchase
4. Invoice number
5. Amount of purchase
6. Administrative fee generated by sale
7. Savings generated by sale

This report shall include all sales made and payments received by the vendor in the said quarter.
The sales report shall be emailed to Fred Payne, fred.payne@ca4i.org and to Operations@carolinabuy.com.

24. **TexBuy, a Cooperative Purchasing Shared Services Cooperative Sponsored by the Region 16 Education Service Center**

A. Additional Terms and Conditions

(1) **TexBuy funding:** The total cost of the TexBuy program is funded through a participation fee up to two percent (2%) paid to TexBuy by the Vendors. This fee shall be included in all pricing to TexBuy and its participating agencies. The fee is based on actual Vendor sales. TexBuy does not charge any fees to participating government agencies.

(2) **Tax exempt status:** All government agencies participating in TexBuy are exempt from payment of taxes under Texas Tax Code §151.309 for the purchase of tangible personal property.

(3) **Minority and Women Business Enterprise (MWBE) participation:** It is the policy of some TexBuy participants to involve MWBE Vendors in the purchase of goods and services. Vendors shall indicate on the proposal form whether or not they are an MWBE.

(4) **School District awards** shall not consider whether a Vendor is a member of or has another relationship with any organization and bid specifications (and subsequent contracts) shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization in accordance with Texas Education Code §44.043.

(5) **Felony Conviction Notice** (TexBuy Vendors will be required to sign a standard form required by the State of Texas): Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.

(6) **Criminal History and Background Checks,** in accordance with Texas Education Code Chapter 22, Subchapter C, shall be required should any employee or agent of an awarded Vendor a bid have "continuing duties related to the contracted services" with a school district and that employee or agent will have "direct contact with students" (as those terms are defined in 19 Texas Administrative Code §153.1101). Vendor shall provide all necessary information to the school district in order for the school district to perform a criminal history and background check, when applicable. For additional information regarding the process, see https://tea.texas.gov/texas-educators/investigations/fingerprinting/requirements-for-school-district-contractors.

(7) **Debarment and Suspension:** Under Executive Order 12549 in the Federal Register and Rules and Regulations, TexBuy and TexBuy participants shall not do business with a Vendor that has been debarred, suspended, or is otherwise ineligible for participation in federal assistance programs.

(8) **Conflict of Interest:** In accordance with Texas Local Government Code Chapter 176, vendors/Vendors who have a business relationship as defined by Section 176.001(1-a) with a local government entity and meet the requirements under section 176.006(a) must file a Conflict of Interest Questionnaire (Form CIQ) with the local government entity when:

(a.) The Vendor has entered into a contract with the local government entity or the local government entity is considering entering into a contract with the Vendor.

(b.) AND the Vendor provides certain income or gifts to a Local Government Officer (LGO) or first-degree family members as defined in the Texas Government Code

(c.) OR a family relationship exists between the LGO and the Vendor's employees or agents as defined in the Texas Government Code, chapter 176. A sample Form CIQ is available here https://www.ethics.state.tx.us/forms/conflict/.

(9) **EDGAR Certification Form (Education Department General Administrative Regulations):** In accordance with Federal Regulations under 2 CFR § 200.318(c)(1) – When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (also known as the "Uniform Guidance" or "EDGAR''). All Vendors submitting proposals must complete this EDGAR Certification Form regarding the Vendor's willingness and ability to comply with certain requirements which may be applicable to specific TexBuy member purchases using federal funds. This completed form will be made available to TexBuy members for their use while considering their purchasing options when using federal funds. Members may also require Vendors to enter into ancillary agreements, in addition to the TexBuy's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

(10) **Antitrust Certification:** In accordance with Texas Government Code 2155.005, the state or a state agency shall not enter into contract with a Vendor that has violated any provision of the Texas Antitrust laws referenced in Texas Business & Commerce Code Chapter 15 or any federal antitrust laws.

(11) **Commitment of Current Revenues Only**: any contract resulting from an award shall be a commitment of current revenue only and shall allow the participating governmental agency the continuing right to terminate at the expiration of each budget period during the term of the contract, shall be conditioned on a best efforts attempt by the agency's governing body to obtain and appropriate funds for payment of the contract, or shall contain both the continuing right to terminate and the best efforts conditions. Texas Local Government Code 271.903.

(12) **Pursuant to Texas Government Code Chapter 2271**, as amended, if any proposed contract is valued at $100,000 or more and if the Vendor has at least ten (10) full time employees, then Vendor, by its submission of a proposal represents and warrants that Vendor does not boycott Israel and will not boycott Israel during the term of any applicable agreement. This section does not apply to a sole proprietorship.

(13) **Pursuant to Texas Government Code Chapters 2274 and 809**, if any proposed contract is valued at $100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor, by its submission of a proposal represents and warrants that Vendor does not boycott energy companies and will not boycott energy companies during the term of any applicable agreement. This provision does not apply to sole proprietorships.

(14) **Pursuant to Texas Government Code Chapter 2274**, if any proposed contract is valued at $100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor, by its submission of a proposal represents and warrants that Vendor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of any applicable agreement. This provision does not apply to sole proprietorships.

(15) Vendor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If vendor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void any resulting agreement.

(16) The requirements of Subchapter J, Chapter 552, Government Code, may apply to a resulting contract and the Vendor agrees that the contract can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of the contract is One Million Dollars ($1,000,000.00) or more, the Vendor agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the participating agency for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (a) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the Vendor; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

(17) **Certificate of Interested Parties**: Pursuant to Section 2252.908 of the Government Code, a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. Information regarding the Certificate and online filing process is available at https://www.ethics.state.tx.us/filinginfo/1295/.

(18) **State of Texas Franchise Tax**: By signing the proposal, the Vendor certifies that the Vendor is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code.

(19) **Agricultural products**, including textiles and other similar products, are not to be made available to Texas school districts through the agreement, unless such products produced, processed, or grown in the state of Texas are given a preference in accordance with Texas Education Code §44.042.

(20) **Recycled Materials**: a participating governmental entity shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality and the average price of the product is not more than ten percent greater than the price of comparable nonrecycled products. Preferences will be applied in accordance with state procurement statutes and rules. 30 Texas Administrative Code 328.203

(1)

B. Additional Agency Terms and Conditions for Construction Products and Services as required by law in the State of Texas:

(1) **Certification of Residency (TexBuy Contractors will be required to sign a standard form it required by the State of Texas):** Texas Government Code Chapter 2252, Subchapter A requires TexBuy to determine the residency of its contractors. In part, this law reads as follows:

(a.) **Section: 2252.001**

"Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose

principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state."

(b.) **Section: 2252.002**

"A governmental entity may not award a governmental contract to a non-resident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

(2) Miscellaneous

(a.) **Performance Bonds** when required by Texas , Government Code Chapter 2253, shall be furnished by the successful contractor in an amount equal to one hundred percent (100%) of the total amount of the contract , underwritten by such surety company as the participating agency may approve, conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. Said bond shall be solely for the protection of the participating agency.

(b.) **Payment Bonds** when required by Texas Government Code Chapter 2253, shall be furnished by the successful contractor, in the amount of the contract, solely for the protection of all claimants supplying labor and material as r defined, in the prosecution of the work provided in said contract, for the use of each claimant.

(c.) **No less than the Prevailing Wage** rates must be paid to any contractors or subcontractors or their employees or agents in performing any work under the awarded contract. Texas Government Code Chapter 2258. The prevailing wage rates are determined by the participating agency. If federal funds are used, the prevailing wage rate will be as determined by the U.S. Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(d.) **Criminal History Background Checks** in accordance with Texas Education Code §22.0834 and 22.08341 shall be required should any employee or agent of a contractor awarded a bid have "continuing duties related to the contracted services" with a school district and that employee or agent will have "direct contact with students" (as those terms are defined in 19 Texas Administrative Code 153.1101). Contractor shall provide all necessary information to the school district in order for the school district to perform a criminal history and background check, when applicable. For additional information regarding the process, see https://tea.texas.gov/texas-educators/investigations/fingerprinting/requirements-for-school-district-contractors.

(e.) **Architect/Engineers**: No architectural or engineering services shall be procured by TexBuy on behalf of any Texas governmental entities, see Texas Government Code 791.011(h). A Texas school district may not enter into a contract to purchase construction-related goods or services through TexBuy in an amount greater than $50,000 unless a person designated by the school district certifies in writing that: 1. The project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications under Texas Occupation Code Chapter 1001 or 1051; or 2. The plans and specifications required under Texas Occupation Code Chapters 1001 and 1051 have been prepared.

(f.) By submitting a proposal, the Vendor certifies as follows: under Section 231.006 of the Texas Family Code, the Contractor certifies that the individual or business entity named in the Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld in this certification is inaccurate.

(3) **Insurance:** The contractor shall file with the Participating Agency's designee, Insurance Certificates, as described herein, evidencing the minimum coverage required below or the minimum coverage required by the Participating Agency, and shall be supplied within ten (10) calendar days after receipt of the written "Notice of Award". In no instance shall the contractor begin work prior to the filing of the insurance requirements. Failure to do so shall be grounds to void the contract. The Participating Agency's designee shall be given ten (10) days notice prior to the cancellation or change of any of the required insurance coverage. The Participating Agency shall be named as Certificate Holder.

(a.) Contractor's Liability Insurance: Produce and maintain in force the following kinds of insurance by companies licensed to do business in Texas and acceptable to the Participating Agency. Minimum Limits of Liability are stated.

Contractor's Liability Insurance:

Employer's Insurance Workers' Compensation—Statutory Employer's Liability
Bodily Injury by Accident Each Occurrence—$100,000.00
Bodily Injury by Disease Each Employee—$100,000.00
Policy Limit—$500,000.00

Commercial General Liability -Combined Limits of Bodily and Personal Injury and Property Damage:
Each Occurrence—$500,000.00
General Aggregate—$500,000.00

Automobile Liability - Including non-ownership, hired and owned vehicle coverage:
Bodily Damage Each Person—$250,000.00
Each Occurrence—$500,000.00
Property Damage Each Occurrence—$250,000.00

All Risk Builders Risk against the perils of fire, lightening, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount one hundred percent (100%) of the value of the improvements including transit and materials stored off site.

(b.) Umbrella or Excess Liability: excess over the above liability policies in the amount of $2,000,000.00 each occurrence/aggregate. (Combined Limit)

(c.) Workers' Compensation Insurance Coverage.

.1 Definitions:

1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:

5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

5.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

.7 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

.8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage

showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

9.4 obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the Project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs 9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [28 Texas Administrative Code §110.110(c)(7)]

C. Procedure for Processing Orders

(1) Purchase orders are issued by participating agencies to the Contractor.

(2) "Automated contracts" may be negotiated with TexBuy that provide for purchase orders to be sent directly to the Contractor with reports of usage submitted periodically to TexBuy.

(3) Contractors deliver goods/services directly to the participating agency and then invoice the participating agency. The Contractor receives payment directly from the participating agency.

(4) TexBuy shall receive quarterly reports from the Contractor reflecting total sales made through the TexBuy contract with the Contractor. The Contractor shall remit payment of their participation fee up to two percent (2%) to TexBuy at net thirty-day (30) terms.

D. Members Purchasing Under the Agency

TexBuy is operated by Region 16 Education Service Center, located in Amarillo, Texas and is available for use by all public and private schools, colleges, universities, cities, counties and other government agencies in the State of Texas.

25. **Virginia, Fairfax County Public Schools**

Additional Agency Terms and Conditions that apply to all categories

AUTHORITY-The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned Buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

NOTE: Fairfax County does not discriminate against faith-based organizations, in accordance with the *Code of Virginia*, § 2.2-4343.1, or against a Bidder or Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

GENERAL

1. **DEFINITIONS-**

   AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

   BIDDER/BIDDER: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "Bidder" will be used throughout this document and shall be construed to mean "Bidder" where appropriate.

   CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

   COUNTY: County of Fairfax.

   GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

   PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

   SERVICES: Any work performed by an independent Contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

   STATE: Commonwealth of Virginia.

2. **FUNDING**-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.
3. **CONTRACT ALTERATIONS**-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.
4. **SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS**-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.
5. **NEW GOODS, FRESH STOCK**-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.
6. **INSPECTION-ACCEPTANCE-**For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

   DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
7. **GUARANTEES & WARRANTIES**-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
8. **INSPECTIONS**-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear

the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

9. **POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

10. **ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

11. **TERMINATION OF CONTRACTS**-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
    a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
    b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

12. **TERMINATION FOR CONVENIENCE**-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

13. TERMINATION OF CONTRACT FOR CAUSE-
    a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

14. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

15. **CHANGES-**Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

16. **GENERAL GUARANTY**-Contractor agrees to:
    a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
    b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
    c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other Contractors, for which his or her workers are responsible.
    d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
    e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

17. **SERVICE CONTRACT GUARANTY-**Contractor agrees to:
    a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
    b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete

performance, and exercise therein the highest degree of skill and competence.

c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules,

regulations, methods and procedures of all government boards, bureaus, offices and other agents.

d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

18. **INDEMNIFICATION**-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the Subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

19. **NON-DISCRIMINATION**-During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each Subcontractor or vendor.

e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

20. **DRUG FREE WORKPLACE-**During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over $10,000, so that the provisions will be binding upon each Subcontractor or vendor. For the purposes of this section, "drug- free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

21. OFFICIALS NOT TO BENEFIT-

a. Each Bidder or Bidder shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such

possible

benefit.

c. In the event the Bidder or Bidder has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Bidder or Bidder shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

22. **REGISTERING OF CORPORATIONS**-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

23. **COVENANT AGAINST CONTINGENT FEES**-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. OFFICE OF SMALL BUSINESS-

a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.

b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.

c. As used in this contract the term “small business” means a corporation, partnership, or sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees, or less than $1,000,000 in annual receipts.

d. As used in this contract, the term "minority business" means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women regardless of race or ethnicity; and persons with a physical impairment that substantially limits one or more of the major life activities of such individuals, a record of such impairment, or who are regarded as having such an impairment.

e. Contractors may rely on oral or written representations by Subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.

f. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

PAYMENTS

25. **TAX EXEMPTION**-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a Bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

26. **PAYMENT**-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

27. **PARTIAL PAYMENTS**-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

28. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING**-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

29. The vendor's price shall include a two percent (2%) administrative/marketing fee on all sales of products and or services that the vendor will collect from the member or other qualifying purchaser. This fee will be remitted to Fairfax County Public Schools on a quarterly basis.

REMEDIES

30. **INELIGIBILITY-**

a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
   1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
   2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.

b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
   1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
   2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
   3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
   4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
      (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
      (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
   5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
   6. The Contractor has abandoned performance or been terminated for default on any other Fairfax County project;
   7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.

c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

31. CONTRACTUAL DISPUTES-

a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal

action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.

b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time

of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

32. LEGAL ACTION-No Bidder, Bidder, potential Bidder or Bidder, or Contractor shall institute any legal action until all statutory requirements have been met.

C – Member Purchasing

33. **COOPERATIVE PURCHASING-**The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for architectural and engineering services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement. As authorized by the United States Congress and consistent with applicable federal regulations, and provided the terms of the contract permit such purchases, any county, city, town, or school board may purchase goods and nonprofessional services from a U.S. General Services Administration contract or a contract awarded by any other agency of the U.S. government. Bidders are advised that the *resultant* contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s). Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

26. **Washington, King County Directors' Association (KCDA)**

A. KCDA Additional General Terms and Conditions

General Intent: KCDA may participate in all or any part of the goods and services listed in this IFB, upon completion of contracts currently in effect, whichever is deemed in the best interest of KCDA members. KCDA cannot be restricted by the successful bidder from choosing which parts of these contracts to use.

Both the Contractor and KCDA member using this Contract agree that it is the member's responsibility to perform due diligence as to the legality of their usage of this contract. In this regard, KCDA suggests that, at a minimum, Contractor and member considering such usage consult with their legal counsel before doing so.

Advertising/Marketing:

KCDA requires all vendors to develop a marketing program to include printed, web-based, e-mail, telemarketing and other methods approved by KCDA.

All promotional marketing materials must have the prior approval of KCDA before distribution and must include the KCDA logo and other contract information.

KCDA staff will work jointly with all vendors and their representatives to market the AEPA contracts to KCDA members and prospective members. Vendors may be requested to make joint presentations to KCDA or its members in either a one to one or a group setting. Some group presentations may be done in conjunction with other vendors.

Displaying exhibits at various statewide conferences are encouraged. Contractor agrees to make available KCDA supplied brochures or other promotional materials at these events. Contractor will provide KCDA with scheduled exhibit dates in advance.

Contractor agrees to insert the approved KCDA logo, web address and contact information on the Contractor's website promoting and providing a link to the KCDA website. Contractor will also provide KCDA with text, links and logos to be posted on the KCDA website.

Assignment:

Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of contractual duties to any other person, firm or corporation without the previous written consent of KCDA and any member that has an outstanding open purchase order or financing arrangement. In no case shall such assignment of Contract relieve the Contractor from obligations or change the terms of the Contract.

Cancellation/Default/Termination:

KCDA reserves the right to cancel the whole or any part of this contract due to the failure by the Contractor to carry out any obligation, term or condition of the contract. KCDA will issue written notice to the contractor for acting or failing to act in any of the following:

- The Contractor fails to adequately perform the services set forth in the contract
- The Contractor fails to make progress in the performance of the contract and/or gives KCDA reason to believe the Contractor will not or cannot perform to the requirements of the contract
- The Contractor fails to observe any of the terms and conditions of the contract
- The Contractor fails to pay any applicable administrative fees.
- The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by KCDA.

If the contract is to be terminated, KCDA shall do the following:

- Step 1 – Issue a warning Letter of Concern outlining the violations and length of time to correct the problem(s). Upon receipt of the letter, the Contractor shall have ten (10) business days to provide a satisfactory response to KCDA. Failure on the part of the Contractor to address adequately all issues of concern may result in contract cancellation.
- Step 2 – Issue a letter of intent to cancel the contract if the problems(s) are not resolved by the date specified.
- Step 3 – Issue a letter to terminate the contract.

Compliance with Laws

In addition to any requirements set forth herein, vendor shall comply with all applicable state, federal and local laws, rules, regulations and ordinances.

Contract Amendments:
KCDA reserves the right to amend the contract resulting from state law changes or internal boilerplate changes due to state law changes. Contractors/Vendors will be sent written notification of the changes.

Employees who have been Convicted of Crimes against Children:
The Contractor, or any subcontractors, shall not utilize any employee at a school site or allow any contact between school children and any employee when an employee has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under 9A.88 RCW, or violation of similar laws of another jurisdiction.

Contractors/Vendors who have regularly scheduled unsupervised access to children, and/or who hire employees who will have regularly scheduled unsupervised access to children, shall perform a record check through the Washington State Patrol criminal identification system under RCW 43.43.830-43.43.834, 10.97.030and 10.97.050, and through the Federal Bureau of Investigation before hiring the employee. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. The Contractor shall provide a copy of the record to the person applying for employment to the school location. If the Contractor or applicant has had a record check within the previous two years, the Contractor may waive the requirement. The Contractor shall determine whether the applicant or the Contractor shall pay costs associated with the record check.

In addition, pursuant to RCW 9.96A.020 and 1993 Chapter Law 71, a person is disqualified from employment by school districts, and their Contractor from hiring employees who will have regularly scheduled unsupervised access to children because of a prior guilty plea or conviction of a felony crime specified under RCW 28A.400.322, or a violation of similar laws of another jurisdiction, even if the time elapsed since the guilty plea or conviction is ten years or more.

Governing Law and Venue/Legal Litigation:
All applicable local, state and federal laws and regulations will apply to any purchases of equipment, service or public works in any of the states KCDA currently services, as well as any other non-AEPA states where members may be added to KCDA membership throughout the term of these contracts. The laws of the State of Washington govern the Contract. 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. Venue for any litigation arising out of or related to the Contract shall take place in the State of Washington.

Hazardous Materials:
If any hazardous chemicals/materials are supplied under a contract/purchase order arising out of this solicitation, a Safety Data Sheet (SDS) shall accompany the delivery of any hazardous chemicals/materials supplied by the vendor. All SDA sheets shall be sent to KCDA and the KCDA member. Any products not appropriately labeled will be refused and the vendor will be responsible for additional freight charges.

Indemnification/Hold Harmless:
The Contractor agrees to defend, indemnify and hold harmless KCDA and the member agency, and their respective officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the acts, errors or omissions in performance of this Agreement, except for injuries and damages caused by the sole negligence of KCDA or the member agency. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor, KCDA or the member agency and their respective officers, officials, employees, and volunteers, the Contractor's liability , including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. Use of this contract certifies that the waiver of immunity specified by this provision was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

Independent Contractor:
The Contractor shall not be held or deemed in any way to be the agent or employee of KCDA and /or a KCDA member. It is the intention of the parties that the Contractor shall be and is to be considered an independent Contractor.

Minority and Women Owned Businesses:
KCDA encourages all minority and women owned businesses to participate in the bid process. Washington State law does not allow KCDA to provide any financial advantage for minority and women owned businesses who participate, however, KCDA believes that a diverse range of suppliers benefits all.

Quality of Goods:
Bidder shall bid and provide new (not used or refurbished) items only. Seller warrants all supplies, materials and equipment and services covered by a contract/purchase order with KCDA or with a KCDA member will:
(a) conform to the specifications, drawings, written instructions, samples, or descriptions; (b) be of good quality and workmanship;(c) be free of defects in design, materials and workmanship; (d) be merchantable;
(e) be fit for particular purposes applicable to the design, function or use of the supplies, materials and equipment.

Taxes:
The KCDA Members and Associate Members are to be taxed.

Term of Contract:
The term of the agreement shall commence on the date of the award and continue as stipulated in the General Terms and Conditions, unless terminated, canceled or extended.

Use of Tobacco on School Districts/Public Agency Premises:
RCW 28A.210.310 prohibits the use of tobacco in any form on school district property. Smoking or other use of tobacco will not be permitted at the job site.

B. Order Procedure
After entering into an agreement with KCDA, KCDA will confirm the directions for placement of orders with the Contractor, and will post directions on the KCDA website for both Contractor and members. These directions will also be posted on each awarded Contractors/Vendors website.

- Once the award is made to the Contractor, KCDA will inform members of the contract.
- At this point the Contractor may directly contact members or the member may contact the Contractor.
- A list of members, addresses and phone numbers is available to the Contractor upon request.
- Before a Contractor may enter into business with a KCDA member, they need to verify membership through the KCDA website, which can be viewed under Membership.

Invoicing/Reporting

- KCDA will contact Contractors/Vendors about invoicing procedures.
- KCDA is funded through a service fee paid to KCDA by the participating Contractors/Vendors. The service fee percentage is based upon the total sale of goods and services, including installation, if applicable. This fee shall be reflected in all price quotations under the KCDA agreement. The service fee will be **2%.** Do not print the service fee as a separate line item on the quotation.
- The Contractor will compile an electronic quarterly report listing each purchase made by participating members. Within 30 days after each quarterly period the report will be sent to the e-mail address of the KCDA Procurement Director, Thomas Kim at tkim@kcda.org and CFO, Yohan Lee at ylee@kcda.org
- These reports shall be in Microsoft Excel format and shall have file names that identify the Contractor and the quarterly period being reported. They shall include the following fields and allow for sorting on any of the fields: Date of order, name of member, item purchased, quantity, unit price, extended price, member PO #, Contractor order number.
- KCDA reserves the right to change the contact name of existing KCDA personnel administering the contract. If there are personnel changes, reports and payments will be sent to the new contact(s) specified.

C. Agencies Allowed to Purchase under KCDA
King County Director's Association (KCDA) is a member owned purchasing cooperative representing 294 Washington State school districts. In addition, KCDA provides purchasing and procurement services for more than 1,200 public agencies and political subdivisions in Washington and other states, including but not limited to Alaska, Idaho, and Montana. KCDA also provides purchasing services for accredited private K-12 schools in Washington State.

A listing of all KCDA members is available on the KCDA website, www.kcda.org.

D. KCDA Additional Terms & Conditions for Construction Products and Services

Contractor agrees that, in performance of the services required under this agreement, Contractor shall abide by all federal, state, local and Washington law and regulations that may apply to construction and public works. It is the responsibility of the Contractor to determine applicability and requirements of any such laws and to abide by them.

a) Public Works:

State of Washington statute requires workers be paid **prevailing wages** when employed on **public works** projects and on public building service maintenance contracts. (RCW 39.04.010, RCW 39.12.010 and 020) It is the contractor's responsibility to be acquainted with and comply with State regulations regarding payment of prevailing wages on public works projects. Prevailing Wages are established by the Washington State Department of Labor and Industries and can be obtained on the web at http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp or by contacting Labor and Industries at 360-902-5335. A copy may also be requested from KCDA. KCDA serves all counties in Washington State. The County in which the project is located will be identified once a member initiates a request for the service, and the effective wage rate to be applied to a specific project is to be based on the date of this bid during the original contract term, and if contract extensions are granted, the prevailing wage rate in affect at the time of the latest extension.

Application: The Public Works Act regulates wages paid to workers, laborers and mechanics performing public work. It does not apply to work that is clerical, executive administrative or professional in nature. It does not apply to work of a secretary, engineer or administrator, unless they are performing construction work, alteration work, repair work, etc. Prevailing wage application depends on the work that is performed, regardless of the worker's job title. (RCW 39.12.020 and WAC 296-128-510 through 530)

Definition:

Public Works is all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction. (RCW 39.04.010)

Public Building Service Maintenance Contracts: Prevailing wages are also required on all public building service maintenance (janitorial) contracts. (RCW 39.12.020)

Contractors bidding a Public Works project exceeding $1,000,000.00 must declare who their HVAC, Mechanical and Electrical subcontractors will be within one hour of bid submission and the listing of structural installation and rebar installation subcontractors within 48 hours of bid submission, and submit this information with bid documents in order for the bid to be responsive. (RCW 39.30.060).

Apprentice Utilization Requirements (AURs)

Public works projects should conduct a 15% apprentice utilization requirement if the project belongs to any of below,

- State public works estimated to cost $1 million dollars or more;
- Department of Transportation projects estimated to cost $2 million or more;
- All school district public works projects estimated to cost $1 million or more; and
- All public works by a state four-year institution of higher learning estimated to cost $1 million or more.

And one of three requirements should happen on a project:

- The project meets the 15% AUR;
- The project does not meet the 15% AUR, however the awarding agency approves a good faith effort; or
- The monetary penalty written in the contract is assessed.

Good faith efforts are for the entirety of a project, not a single occupation unless there happens to be only one apprenticeable occupation on the project. Therefore, the prime contractor cannot only consider their occupation(s) when requesting a good faith effort and leave out the occupations and workforce used by subcontractors.

Within existing resources, awarding agencies are responsible for monitoring apprenticeship utilization hours by

contractor. There must be a specific line item in the contract specifying that apprenticeship utilization goals should be met, monetary incentives for meeting the goals, monetary penalties for not meeting the goals, and an expected cost value to be included in the bid associated with meeting the goals. The awarding agency must report the apprenticeship utilization by contractor and subcontractor to the supervisor of apprenticeship at the department of labor and industries by final project acceptance. The electronic reporting system that is being developed by the department of labor and industries may be used for either or both monitoring and reporting apprenticeship utilization hours.

Refer to RCW 39.04.320, which covers apprentice utilization on public works projects for detailed information.

Reciprocity: In accordance with RCW 39.04.380 any bidding process for public works in which a bid is received from a nonresident contractor from a state that provides a percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. This does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280 or other procurement exempt from competitive bidding.

b) **Prevailing Wage:**
Definition: Prevailing Wage is the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers and mechanics. The rate is established by the Department of Labor and Industries for each trade and occupation employed in the performance of public work. If Federal funds are used, bidders must comply with provisions of Davis-Bacon Act.

Basic procedures: A Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be filed and approved for the contractor and all subcontractors. No payments can be made until all contractors/subs have submitted an approved intent form. KCDA cannot release retainage until all Contractors have an approved Affidavit of Wages Paid form certified by the Industrial Statistician. (RCW 39.12.030, 040, 042) Once the work is successfully completed, KCDA will release 95% of the project cost and withhold 5% retainage for 45 days as dictated by law. The final 5% will be paid when the following is completed: Receipt of approved Affidavit of Wages Paid Forms, Releases from Washington State Department of Labor & Industries, Employment Security Department and the Department of Revenue, and acceptance of project completion to the satisfaction of the KCDA ordering member. **The cost of filing required Intents and Affidavits is the responsibility of the Contractor, and may not be added as a line item charged to the member agency**. **All Intents and Affidavits must name the agency for whom work is being performed as the contract award agency, not KCDA.**

Federally Funded Projects: In addition to the Federal Requirements of Section III, Housing and Urban Development (HUD) Terms and Conditions**, Davis-Bacon** prevailing wage requirements apply to public works construction contracts of $2,000 or more when a project includes any federal funding of any amount. When there is a difference between applicable state and federal prevailing wages for a particular classification of labor, contractors and subcontractors are required to pay the higher of the two prevailing wages. Applicable federal prevailing wage determinations can be found at https://sam.gov/content/wage-determinations. Contractors/Subcontractors must be knowledgeable and adhere to all federal prevailing wage requirements, including but not limited to paying workers weekly and providing certified weekly payrolls for the contractor and subcontractors of any tier as required in the Davis-Bacon Act and applicable U.S. Department of Labor regulations. Falsification of any prevailing wage payroll records may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code. Contractor shall inform all subcontractors of the Davis-Bacon requirements and the prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses. Contractor must coordinate all requirements related to federal funded projects with the KCDA member Agency.

c) Responsible Bidder:
Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation

demonstrating compliance with the criteria.

Low Responsible Bidder

State Responsibility Criteria**.** The Bidder must meet the following state responsibility criteria:

1 At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2 Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
   a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
   b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
   c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
5. New bidder requirement. Certify that within the three-year period immediately preceding the bid solicitation date:
   a. The bidder is not a "willfull" violator, as defined in RCW 49.48.082, or any provision of chapter 49-46, 49.48 or 49.52 RCW.
   b. As determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgement entered by a court of limited or general jurisdiction.
   c. As of July 1, 2019, WA Labor and Industries has required all businesses to have public works training before bidding and/or performing work on public works projects. This training requirement has been added to the responsible bidder criteria in RCW 39.04.350 and RCW 39.06.020. Awarding agencies are required to verify all contractors submitting bids meet this requirement before awarding the contract.
6. At the time of bid submittal, provide signed sworn statement in accordance with RCW 9A.72.085 verifying under penalty or perjury that the bidder is in compliance with the new responsible bidder criteria requirement.
7. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are included as "Exhibit A." The Bidder may make a written request to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be at KCDA's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening.

Subcontractor Responsibility

The contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
   a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
   b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
   c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW
5. Have an electrical contractor license, if required by Chapter 19.28 RCW;
6. Have an elevator contractor license, if required by Chapter 70.87 RCW;

Payment & Performance Bond:

The prime Contractor shall provide a Performance and Payment Bond at 100% of the contract price to the KCDA member with a copy to KCDA before work begins. The only exception is for contracts of one hundred fifty thousand

($150,000) dollars or less. In this instance, at the option of the Contractor, the member may in lieu of the bond retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, Employment Security Department, and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. The bond shall be issued by a surety company authorized to do business in the State of Washington and shall be on standard forms used for public projects (RCW 39.08.010) and as directed by the KCDA member.

Performance and Payment bonds for KCDA members outside Washington must be provided by companies licensed to provide bonds for public entities in the member's state.

Licenses

The prime contractor shall possess and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services offered in its response to the bid solicitation. Before submitting a bid, Bidders must hold a current, valid contractor's license as required in Washington. The contractor's license must be in the name of the legal entity submitting and signing the bid. A Bidder may not substitute a contractor's license held by a subcontractor or joint venture. Bidders submitting bids in Washington State without a valid contractor's license in the name of the Bidder are in violation of RCW 18.27.020.

It is the responsibility of the prime contractor to ensure any subcontractors performing under this contract hold and maintain appropriate licenses.

KCDA reserves the right to request copies of licenses at any time during the contract. Copies of licenses, upon request, must be submitted to the member prior to performing the work. The Contractor agrees to keep and ensure subcontractors keep any required license, permit or bond current and in compliance with Washington rules, regulations and statutes, as well as in states outside Washington in which contractor performs work under this contract. For work performed for any Washington State school district, public agency or municipality, the Contractor must comply with the bidder responsibility requirements of RCW 39.04.350 prior to the KCDA member awarding a contract. The contractor must verify the responsibility of all subcontractors used in accordance with RCW 39.06.020.

d) **Permits**:
Obtaining permits is the responsibility of the Member. Awarded Contractor may provide guidance and/or assistance in obtaining necessary permits. If Contractor does obtain permits on behalf of member, all fees are viewed as a "pass through" with no upcharge to the member.

e) **Certificate of Insurance:**
A certificate of insurance demonstrating current coverage of the types and amounts of insurance required by KCDA and the KCDA member must be provided to the KCDA member prior to performance of any work. In addition, the Commercial General Liability policies must be endorsed to name KCDA and the KCDA member as additional insureds. Such policies must be further endorsed to provide that the insurance is primary as respects KCDA and the KCDA member, and that any other insurance maintained by KCDA and the KCDA member shall be excess and not contributing insurance with the Contractor's insurance. These endorsements must be provided along with the certificate of insurance. The KCDA member must approve the certificate of insurance and endorsements.

f) Acceptable Pricing Method:
KCDA is unable to accept Alternative Costing Method quotations except in certain limited instances, (i.e. sole source) in which KCDA and Vendor may mutually determine the Alternative Costing Method is acceptable. This will be the exception rather than the rule. RS Means or line item bid pricing is acceptable.

g) Progress Payments:
The Contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted Payment Requests must contain the following minimum information:

a. Contract Number
b. Bid item ID, bid quantity, unit, unit price and description as appropriate
c. Sales Tax as applicable

The Payment Request will be reviewed by the Member before payment is made. If the Member is in disagreement with the Payment Request, KCDA will issue a notice requesting a revised Payment Request.

KCDA, at its discretion, reserves the right to withhold payment on a given project, pending receipt of payment from the customer.

In accordance with RCW 51.12.050, KCDA reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

h) Payment Retainage:

In accordance with RCW 60.28 contract retainage [*not to exceed five percent of the moneys earned by the contractor toward completion of a public improvement contract*] shall be withheld and reserved in one of two ways:

a. As a trust fund for the protection and payment of 1) the claims of any person arising under the contract, and 2) the state with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from such contractor. Upon completion of a contract, the member agency shall notify the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries of the completion of contracts over thirty-five thousand dollars. KCDA will issue payment on the retainage amount forty-five days after notice from the KCDA Member Agency that the contract has been accepted as complete **or** upon receipt of all necessary releases, whichever is later.
b. Option of providing retainage bond for the full amount of the retainage (5% of the contract amount with a performance bond). This bond is separate from the performance bond under RCW 39.08.10. Providing a retainage bond means no retainage is withheld. If you choose to provide a retainage bond a copy of the bond must be submitted.

i) 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 or responsibility 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; industry-wide 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 or responsibility 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. The party receiving the notice of force majeure may contest the declaration of a force majeure. 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, internal labor disputes, 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.

27. West Virginia, West Virginia Cooperative Purchasing

A. General Terms and Conditions that apply for all Categories:

1. Compliance with Laws/Forum Designation

Contractor shall comply with Federal, State, and Local Laws, Codes and Regulations while fulfilling the contract. It is the Contractor'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. The terms of the Agreement Addendum which is attached hereto and incorporated herein shall govern and supersede any contract terms to the contrary with respect to each procurement. Contractor shall verify to Mountain State ESC, its Member Agencies and other qualifying purchasers that the Contractor is complying with all Federal, State and Local Laws, Codes and Regulations while fulfilling the contract, and shall provide a copy of this contract and any addenda to each Member Agency when providing a price quotation. Moreover, this contract shall be governed by and construed in accordance with the laws of the State of West Virginia without giving effect to its principles of conflict of law. Legal proceedings arising under this contract shall be brought in a West Virginia Court of the County where the Member Agency's main office is located.

2. Delinquent Tax Affidavit

Contractor shall provide an affidavit relating to delinquent taxes as may be required by West Virginia State Code §11- 12-10.

3. Secretary of State and State Tax Department Registrations

Contractor shall meet and maintain all registration requirements as necessary to conduct business in the State of West Virginia, including but not limited to registration with the West Virginia Secretary of State (WV SOS) (Legislative Rule CSR §148-1-6.1.7) and a Business Registration Certificate with the WV State Tax Department (WVC §11-12-3) unless specific exemptions apply.

4. West Virginia Workers Compensation Insurance

Contractor, and any subcontractors hired by Contractor shall, at their own expense, maintain in force for the duration of the project workers' compensation and employer's liability insurance as required by the laws of the State of West Virginia.

5. Project Personnel, Student Safety and Background Checks

Member Agency shall have the right to reject the participation of any personnel of Contractor in the performance of the services if, in relation to the work assigned to them, the Member Agency deems such personnel to lack the skill, experience and expertise required to perform the services or if Member Agency considers their performance to be substandard or otherwise detrimental to the proper completion of the services. Contractor will advise Member Agency promptly of any change in the project manager or other key personnel assigned to the performance of the services.

Contractor acknowledges that the safety of the Member Agency's students, employees, officials and guests is of the utmost importance. Contractor will endeavor to ensure that its officers, employees, agents, representatives, and consultants will take no action that would jeopardize the safety of the Member Agency's students, employees, officials, or guests. The Member Agency reserves the right to require Contractor's officers, employees, agents, representatives and consultants to wear identification and stay in designated work areas at all times while on the Member Agency's property. The Member Agency shall have the right to effect the immediate removal of any person associated in any way with Contractor from Member Agency property for failure to wear identification, for being outside a designated work Contractor shall perform or cause to be performed by the West Virginia State Police and Federal Bureau of Investigation criminal background check of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person shall be employed by Contractor who has been found guilty of any of the criminal offenses enumerated in West Virginia State Code without prior approval of the Member Agency.

6. Independent Contractor

Contractor shall be an independent contractor and neither Contractor nor any of its subcontractors, nor the employees of any thereof, shall be deemed to be the servants, employees, or agents of Member Agency. Contractor shall be responsible for paying all costs related to its employees and managers performing the services. Contractor shall remain liable and responsible to Member Agency for all of its obligations under this contract, regardless of whether the services are performed by the Contractor or a subcontractor of any tier.

7. Ownership of Instruments of Service

Drawings, data and other documents prepared by, or with the cooperation of, the Contractor pursuant to this contract shall become, upon payment of all undisputed compensation due the Contractor from the Member Agency, the property of the Member Agency. Such drawings, data or other documents may be used by the Member Agency or others employed by the Member Agency without compensation to the Contractor.

8. Audit

Member Agency may audit and inspect Contractor's records and accounts at any time during the Contractor's performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.

9. Notices

Unless otherwise expressly provided in this contract, all notices and other communications given under the contract shall be in writing and shall be deemed effective upon receipt by the addressee at its address as set forth in the contract or at such other address as such party shall have notified the other in writing.

10 Non-Appropriation and Other Contract Terms Applicable to Member Agencies as Political Subdivisions of the State

If the Member Agency fails to appropriate sufficient monies in any fiscal year for payments due under the contract and other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then Member Agency will give Contractor prompt notice of such Non-Appropriation. This contract shall thereupon terminate without penalty or expense to the Member Agency other than for goods and services already provided.

11. No Personal Liability

It is understood and agreed that under no circumstances will the Member Agency's board members, regional council members, officers, employees, or agents be personally liable for any obligations or claims arising out of or related to the contract.

12. Price Quotation

Contractors must quote to a Member Agency the pricing listed in the current contract awarded by the Association of Educational Purchasing Agencies. Vendor will follow the procedures for price reductions to AEPA Member Agencies and Participating Entities set forth in the AEPA general terms area, and conditions. The price quotation must be submitted to a Member Agency and Participating Entity in writing, and any other expenses that the Contractors intend to charge a Member Agency or Participating Entity must be separately itemized on the quotation page in bold font with a good faith estimate of the dollar amount of each item, such as use tax if applicable. The failure to list an item or include a good faith estimate of the dollar amount on the quotation page will preclude a Contractor from charging the same.

13. Jobs Act

As the unemployment rate in the State of West Virginia is significantly higher than most other states, the West Virginia Legislature enacted the West Virginia Jobs Act, which deems it necessary for those employers contracted to perform construction work on state funded public improvement projects, which equal or exceed $500,000.00 in cost, to hire 75% of their workers from the local labor market. The local labor market is defined as including every county within the State of West Virginia as well as any county outside of West Virginia, if any portion of that county is within 50 miles of the state border.

There are certain exclusions to this requirement, which includes an exemption for projects that contain any amount of federal funding as well as an allowance for out-of-state contractors to bring two (2) of their own employees from outside the local labor market to work on the project and still remain in compliance.

14. Miscellaneous

Headings and titles of articles, paragraphs and other subparts of this contract are for convenience of reference only and shall not be considered in interpreting the text of this contract. This contract and any appendices constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto and all agreements or understandings with a Member Agency. No contract amendments can be made without the approval of the AEPA membership.

B. Construction Products and Services:

For construction improvements, the following shall apply:

1. The successful Contractor shall provide such bonds required by West Virginia State Code§38- 2-39.
2. Contractor shall comply with all applicable licensing requirements, including those of the West Virginia Contractor Licensing Board pursuant to West Virginia State Code §21-11-3.

C. Procedures for Processing Orders:

The Mountain State ESC will keep informed its Member Agencies and other qualified purchasers of contract information via web site and through other marketing strategies. A list of Mountain State ESC Member Agencies along with addresses, phones, contacts, etc. will be made available to successful Contractors. After contracts are awarded, Contractors may contact the Mountain State ESC Member Agencies and other qualifying purchasers concerning their products and services.

Participating Member Agencies and other qualified purchasers will submit all purchase orders directly to the Contractor.

The Contractor price shall include a two percent (2%) administrative fee that the Contractor will collect from the Member Agency or other qualified purchaser. Administrative fees are to be remitted to the Mountain State ESC on April 15, July 15, October 15 and January 15 of every calendar year with checks payable to the Mountain State ESC, 501 22nd Street, Dunbar, WV 25064

The Contractor will compile a quarterly report showing all purchases made by the Mountain State ESC Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be attached to the administrative fee remittance.

D. Agencies Allowed to Purchase under Member Agency:

All member cooperatives of the MOUNTAIN STATE ESC and their individual Member Agencies are eligible to participate and purchase from the awarded AEPA contracts. All West Virginia PK-12 school districts, including Career and Technical Education Centers, Regional Education Services Agencies, West Virginia Department of Education (WVDE) and all Institutional Education Programs operated by WVDE are eligible to participate and purchase from the awarded AEPA contracts. In addition, all colleges and universities, state, municipalities, counties, other governmental agencies and non- profit agencies are eligible to participate if the AEPA contracts satisfy their individual procurement requirements.

E. No Debt Affidavit

The No Debt Affadavit is administered in accordance with the West *Virginia* **Code,** *§5A-3-10A*

According to the statute, no contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor Is a debtor as defined in this section and the debt owed is an amount greater than $1,000 in the aggregate.

West Virginia Agreement and Affidavit Required forms:

PURCHASING POLICIES AND PROCEDURES MANUAL FOR LOCAL EDUCATIONAL AGENCIES

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a *related party to the vendor or prospective vendor is* a *debtor* as *defined in this section and the debt owed is an amount greater than five thousand dollars in the aggregate.*

Definitions:

"Debt" means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions;

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker's compensation premium, permit fee or environmental fee or assessment, and the matter has not become final, or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor's Name: _____

Authorized Signature: _____ Date: _____

AGREEMENTADDENDUM

In the event of conflict between this addendum and the agreem ent,this addendum shall co rrtrol:

O ISP II TE S·Any references in the a gre em ent to arbitration or to jurisdiction of anV court other th an the G ircuit Court o !the county in which the Ag ency is located are hereby deleted. The parties m *ay* agree ton onbindin g mediation prior to -litigation.

2. **HO LO HI!.RMLE S S**·Any clause requiring the Ag ency to indemnify or ho ld harm less any party is hereby d eleled in its entirety.

3. **GO YERHIUG LI!.W** ·The agreem en! shall be governed *by* the lam oflhe State ofWect Virginia.This provision replaces any relorence sto any other State's governing law.

4. **l.4J.L:i..:** Provisions in the agreem ent requiring the Agency to pay ta)es are deleted. P. a political subdivision olthe State o!West Virginia, the Ag ency is generally e)em pt from Federal, State, and local ta)es and will not pa*V* la)es !or an*V* Vendor including individuals, nor will the Agency me any IH returns or reports on b ehallo f Vendor or any other party.

PAYIY'fUT - JIJly references to prepayment are deleted. Fees for so11½"fe licenses, subscriptions, or maintenance are payable annually in advance. Pa\'111en! for ser ces II be in arrears.

6. **IUlf BES.I** -**Ilm.** pro sion fer interest er cmrges on late pa\'111ents is deleted. The .llf)ency has no statutory authority to pay interest or late fees.

7. **HQ wainB** ·Any language in the agreement requiring the Agency to waive any rights.claims or delen ses is here *by* deleted.

8. **f 15[41 YE 4R f** 11**MD IM G**- Service perform ed under the agree men! maybe continued in succeeding fiscal years lo r the term olthe agreem en!, contingent up on funds being appropriated b *V* the Legislature or otherwise being available for this service In the event funds are not appropriated or otherwise available for this service, the agreem errt shall term inate 'lfithout penalty on June 30. **At** er that dale, the agreem e rrt becom es of no effect and is null and void. However, the Agency agrees to use its bect efforts to have the amounts contemplated under the agreem errt included in its budget.Non-appropriation or non-funding shall not be considered an event oldelault.

S TATHTF O EI IMIJAJIOH ·Any clauses limiting the time in which the Agency *may* bring suit againslthe Vendor, lessor, individual, or any other party are deleted.

1 0. **SIMI! /\Bg B ¥ICU·** Any provisions lim ilingthe Agency's right to obtain similar services or equipment in the event old elault or non-lu ndin g during the term oflhe agreement a re hereby deleted.

11 . ATTORNEY FE **ES** - The .llf)ency reoogri zes an obligation to pay attcrneys fees or oosts only wien assessed by a cou-1 of competent jL¥isdicti en. JIJly other pro sion is invalid and considered null and void.

12. **I!.S SIGHME HT** - t,J otwith ctan ding any clause to the contrary, the Agency re serves the right to assign the agree m en! to II State agency or another loca l governm ental agency, board or oommission ofthe state ofWest VIrginia 4)On 1hi tty (30) days willen nolice to the Vender and Vendor shall obtain the willen oonsent of .llf)ency prior to assigning the agreem en!.

13. **I IMIJAJIOH O E I 14U** II UY - The Agency, as a political subcivision olthe State, cannot agree to assume the potential liability ol a Vendor Accordingly, any pro vision limiting the Vendor's liability for dire ct damages to a certain dollar am ount or to the amount oft he agreement is hereby deleted Lim itations on special, incidental or consequential dam ages are acceptable. In add ion, any limitation is null and void to the erlentthat it precludes any action !or injury to persons or !or dam ages to personal property.

1 4. **B 16 U** J IQ **U B NIH S** IE - Agency sh all have the right to term inate the agree men! upon thirty (30) days written notice to Vendor. Agency a gre esto pay Vendor for services rendered or goods received prior to the eflectiv*e* date ofter m in ation. In such 2vent, the Agency will not be entitled to a re fund ol an*V* software li ce nse, subscription or m ainte nance lees paid

1 5. **TEBBDU AJION CHARGES** - JIJly prcrvisi on rcquiring the .llf)ency to pay a **1**xed amount or licp.1idfted demages 4)On ten-nination of the agreem ert ishereby deleted. The .llfjency may only agree lo rEimburse a Vendcr for actual oosls inoutred or losses sustained during the cL¥renI 1iscal year duelo wonglul termina1ion by the .llfjency prior to the end of any current agreem ert term .

16 **BE HE w41** - An*V* reference to automatic renewal is hereby deleted The agreement may be renewed only upon mutual written agreem en! of the parties

17 **IH SUR /\HCE** - Any pro vision requiring the Agency to purchase insurance !or Vend or's property is deleted The Agency is insured through the Board o!R isk and Insurance anagem e nt and will provide a certifieate of property insurance upon requ ect.

18 RIG HT TO N OT !GE - Any provision !or repossession ol equipment without notice is hereby deleted.However, the Agency does recognize a right of repossession with notice

1 9. **I!.CCELE RI!. JIOH** -Any reference to acceleration of payments in the event ol default or non-fun ding is hereby deleted.

20 CONFIDENTI/ILITY-JIJlyprovisicn regarding oon1idenliality of the terms and oonditicns olthe agreement is hereby deleted. Governmental oontracts are public reoords under the West Virginia Freedom of Information Act.

21. **I!.MEHDMEHTS** -All am endm enls, m odificatons, alterations or changes to the agreem en! shall be in writng and signed by both parties. No am endm en!, modification, alteration or change m *ay* be m ad e to this addendum with out the e)p ress written a pprova l oflhe Agency.

ACCEPTED BY·

Local Education Agency: _____

Signed _____

Title _____

IIE.UD.9B,;.

Company Name:_____

Signed: _____

Tille _____

28. Wisconsin, Cooperative Educational Service Agency - CESA Purchasing

A. Additional Terms and Conditions

(Note: anything that is not already in Part A – General Terms and Conditions for AEPA) Terms and Conditions must be compliant with Wisconsin State Statutes 16.70 to 16.848

B. *Additional Participating Agency Terms and Conditions for Non-Construction Products and Services* Some larger districts, like Milwaukee Public Schools, may require an additional one page "piggyback" memorandum of understanding to utilize the contract.

C. Additional Participating Agency Terms and Conditions for Construction Related Products and Services

Construction contracts are subject to Wisconsin State Statutes 16.855 or 66.0901.

D. Procedure for Processing Orders

All districts directly process orders with the CESA Purchasing AEPA vendor partner unless otherwise arranged.

The vendor's price shall include a two percent (2%) administrative/marketing fee on all sales of products and or services that the vendor will collect from the member or other qualifying purchaser. This fee will be remitted to CESA Purchasing on a quarterly basis.

E. Members Purchasing Under CESA

CESA Purchasing membership is free. Membership is available to the following agencies based on WI State Statutes Chapter 116 which governs the work of WI Cooperative Educational Service Agencies: school districts, University of Wisconsin System institutions, and technical colleges. All public, private, and tribal schools, and all public and private agencies and organizations, that provide services to pupils. Please note in Wisconsin we do not require additional registration of members and define members as those defined by WI Statute 116 that guides our work.

29. Wyoming, Northeast Wyoming Board of Cooperative Educational Services (NEW BOCES):

Upon execution of this document, the respondent hereby agrees to submit bids and NEW BOCES agrees to accept such bids under the following conditions:

PREFERENCES Wyoming Statutes provide for percentage preferences for items supplied by Wyoming resident bidders and for items produced or grown in the State of Wyoming. Preferences may not be applied when federal funds are involved. Preference will be given in accordance with W.S. 16-6-101, 16-6-102, 16-6-103, 16-6-104, 16-6- 105, 16-6-106, 16-6-107, and 16-6-301, as amended. For bids involving federal funds please refer to W.S. 16-6-108. Please contact the Department of Workforce Services, Division of Labor Standards

Resident & Non-Resident VENDOR REGISTRATION REQUIREMENTS:

Secretary of State 2020 Carey Avenue Cheyenne, WY 82002 Phone: (307) 777-7378 website: http://soswy.state.wy.us/

Department of Workforce Services Division of Unemployment Insurance 100 W. Midwest P.O. Box 2760 Casper, WY 82602 Phone: (307) 235-3217

Public Works and Contracts: Vendor shall comply with all laws, whether local, state, federal, or otherwise, applicable to any aspect of the service or product to be provided in relation to the contract. It shall be the vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Vendor shall indemnify, defend, and hold harmless NEW BOCES for any default or breach of vendor in this regard. To the extent applicable for the product or service bid, vendor shall comply with W.S. 16-6-101 to 16-6-602 and to W.S. 21-3-110(a) (viii)

Every Contracted Vendor Employee shall provide a valid State issued Identification Card upon entry of any educational facility.

Members Customer Client Purchasing: NEW BOCES NEW BOCES is an educational cooperative authorized under the provisions of W.S. 21-20-101 to 21-20-111. All K-12 school districts, Community Colleges, Child Development Centers, Residential Child Care Institutions, Utah Educational Service Agencies, South Dakota School Districts, all Non-Profits and all Municipalities are eligible to participate in NEW BOCES cooperative purchasing programs within the State of Wyoming and Other States as requested. "Agencies" means Counties, Municipal Corporations, School Districts, Community College Districts, the joint business council of the Eastern Shoshone and Northern Arapaho Indian tribes, the business council of the Eastern Shoshone Indian tribe, the business council of the Northern Arapaho Indian tribe. Providing facilities or functions enumerated in W.S. 16-1-104(c);

No member user is obligated to use these services, but they find the benefits of economy and efficiency made possible by cooperative purchasing to be advantageous.

Procedure for Processing Orders: Upon bid award to the Contractors/Vendors, NEW BOCES will inform its members and other qualifying purchasers of the contract:

- When the customer identifies a desired product or service as available through the AEPA/NEW BOCES contract and agrees on price as presented to the customer by the awarded AEPA/NEW BOCES vendor, the customer then issues to the vendor a purchase order for that item or service.
- The vendor's price shall include a two percent (2%) administrative/marketing fee on all sales of products and or services that the vendor will collect from the member or other qualifying purchaser. This fee will be remitted to NEW BOCES on a quarterly basis.
- Administrative/Marketing fees will be payable to NEW BOCES on the 15th in the months of April, July, October, and January with all checks payable to NEW BOCES, 410 North Miller Avenue, Gillette, Wyoming 82716.
- Vendor makes all deliveries and installation of products and services. NEW BOCES does not warehouse items nor provide services.
- No other Cooperative shall be offered or used by awarded Contracted Vendors within the participating member customer clients of NEW BOCES.

Vendor Contact: Vendor will designate to NEW BOCES an individual(s) who will represent them. This contact person(s) will correspond with each ordering member for technical assistance, problems, or questions that may arise. Include instructions if different contacts for different geographical areas are needed; this information will be distributed to NEW BOCES members upon award of this bid.

Vendor Reporting: Quarterly Reports and promotional materials shall be submitted via email to nwerner@newboces.org.

NEW BOCES Commitment to Awarded Contract Vendors:

1) Website postings www.newboces.com under Cooperative Purchasing. Includes but not limited to News & Announcements, Public Calendar Events, Awarded Contracts, and Flyers.

2) Announcing the contract in its quarterly newsletter and other events completed with vendors which includes savings reports and rebates to members and users of NEW BOCES Cooperative Contracts.

3) Publish the Vendor information in a catalog disseminated to all members and marketing for new members.

4) Attend Annual Conferences for Trade Show product purposes of all contracts held by NEW BOCES. Including any other suggestions or support from Vendors. A list of members and other qualifying purchasers, addresses, and phone numbers will be made available to the Contracted Vendor.

1. Exclusive Agreement -- Any purchase order issued because of a NEW BOCES Co-op bid solicitation constitutes the exclusive agreement between the parties and shall include these terms and conditions when awarded. The terms and conditions cannot be changed without prior written consent of both parties. The laws of the State of Wyoming shall apply in all disputes. Unless exceptions are clearly noted in the bid response, the goods shall conform to specifications, drawings, and any other description attached hereto and shall be free from defects in materials and workmanship.
2. Preservation and Packaging -- All items shall be packaged and packed best commercial pack at no additional charge to the NEW BOCES Co-op its' Members and qualified purchasers. Such a procedure shall require the inclusion of a packing list with each shipment that identifies the contents.
3. Delivery Schedule It is understood by the parties hereto that with respect to delivery, time is of the essence. Therefore, failure to deliver procured goods on time may result in termination of the awarded Purchase Order at the option of the NEW BOCES Co-op its' Members and qualified purchasers. Where late goods are accepted by the NEW BOCES Co-op its' Members and qualified purchasers with or without objections, such acceptance shall not constitute waiver of the requirements of timely performance hereunder when performance is divisible.
4. Receipt -- The NEW BOCES Co-op its' Members and qualified purchasers shall be deemed to have received goods procured hereunder when such goods have been deposited at the NEW BOCES Co-op its' Members' and qualified purchasers dock and all bills of lading or other shipping papers which require signature by the NEW BOCES Co-op its' Members and qualified purchasers have been signed.
5. Acceptance -- Despite receipt, the NEW BOCES Co-op its' Members and qualified purchasers shall be deemed to have accepted goods procured hereunder only after actual inspection for conformity or the passage of ten (10) days from receipt, whichever occurs first, unless specific acceptance criteria are attached hereto, which criteria shall take precedence.
6. Rejection/Termination -- All goods procured hereunder are subject to inspection and acceptance by the NEW BOCES Co-op and its' Members. All goods which are rejected for nonconformity are rejected at the Vendor's expense and shall be returned to Vendor at its risk of loss and expense. In the event of breach by the Vendor of any of the terms and conditions of the awarded Purchase Order, the NEW BOCES Co-op its members and qualified purchasers shall have the right to terminate this agreement by giving oral or written notice to the Vendor. Such notice shall be effective upon actual receipt.
7. Assignment -- All monies due and owing hereunder shall not be assigned to a third party without written consent of both parties.
8. Warranties -- The Vendor expressly warrants that all goods supplied hereunder shall be merchantable within the meaning of Article 2-314 (2) of the Uniform Commercial Code in effect on the date of this order in the State of Wyoming. Additionally, the goods shall conform to specifications, drawings, and any other description and shall be free from defects in materials and workmanship.
9. Taxes -- The NEW BOCES Co-op its members and qualified purchasers are exempt from payment of all Federal or State taxes. Exemption certificates will be furnished upon request.
10. Title to Goods -- Vendor warrants that the goods offered hereunder are free from all liens claims, or encumbrances.
11. Vendor/Contractor Rights Assignments--Antitrust Claims -- When awarded, contractor through its duly authorized agent, conveys, sells, assigns, and transfers to, NEW BOCES Co-op its' Members and qualified purchasers and the State of Wyoming all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Wyoming, relating to the goods or services purchased or herein acquired.
12. Public Records -- The laws of the State of Wyoming require procurement records to be made public unless exempted by the Code of Wyoming.
13. Access to Company Records/Audits -- Company shall retain all records and provide unlimited access, at reasonable times, to all accounting records relating to the goods and services furnished during the term of, and for five (5) years after. Should such an audit disclose incorrect billings or improprieties, NEW BOCES reserves the right to charge Company for the cost of the audit and pursue appropriate reimbursement. Evidence of criminal intent will be turned over to the proper authority.

4. State Specific Forms

An AEPA Member Agency (State) may have forms relating to this solicitation that require completion before an award is made by that AEPA Member Agency.

For this solicitation, New Jersey is the only AEPA Member Agency with required forms. These forms are found as an optional pdf on Bonfire. To be responsive in New Jersey, a vendor must download the forms, sign them and upload them with your response.

NEW JERSEY REQUIRED DOCUMENTS FOR GOODS AND SERVICES BIDS

BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

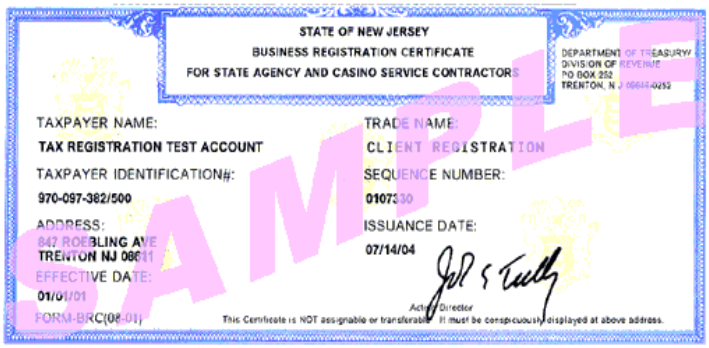
Pursuant to N.J.S.A. 52:32-44, all respondents shall submit prior to award of bid, a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. The ESCNJ requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal but no later than the bid award.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used.
4. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400.

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at:
http://www.state.nj.us/treasury/revenue/busregcert.shtml


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:
970-097-362/500

SEQUENCE NUMBER:
0107330

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

ISSUANCE DATE:
07/14/04

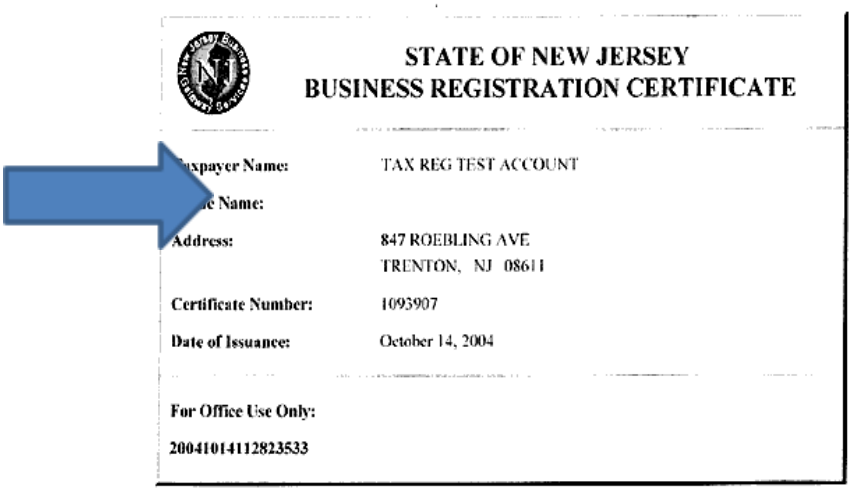
EFFECTIVE DATE:
01/01/01

Acting Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

SAMPLE


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:

20041014112823533

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

All respondents are urged to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate to the ESCNJ prior to the award of contract will result in the rejection of the entire bid or proposal.

CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

Contractors/vendors doing business with the ESCNJ are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

A. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

B. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

D. Renewal of Contract; Services

The ESCNJ may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The ESCNJ may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The ESCNJ is the final authority in awarding renewals of contracts.

DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (https://www.state.nj.us/treasury/revenue/debarment/index.shtml).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or

the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List—Excluded Parties List System—System for Award Management—SAM.gov

PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN N.J.S.A. (18A:18A-49.4)

The ESCNJ, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran and Public Law 2022, c.3, Prohibited Russia-Belarus Activities —N.J.S.A. 52:32-55 et seq.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25, P.L. 2021, c.4 and P.L. 2022, c.3), any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:
https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf . Bidders must review this list prior to completing the certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in Russia or Belarus and/or investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

The ESCNJ has provided within these specifications, a Prohibited Russia-Belarus Activities & Iran Investment Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the ESCNJ, to complete, sign and submit with the proposal. The Prohibited Russia-Belarus Activities & Iran Investment Activities Form is to be completed, certified and submitted prior to the award of contract, preferably with the bid submittal.
Please sign and submit the Disclosure of Investment Activities in Iran form and include with your bid package. This form must be submitted no later than the time of the award of a contact.

POLITICAL CONTRIBUTIONS DISCLOSURE – AWARD OF CONTRACTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

Award of Contract – Reportable Contributions – N.J.A.C. 6A:23A-6.3 (a) (1)
"No board of education will vote upon or award any contract in the amount of $17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to a member of the board of education during the preceding one-year period."

Contributions During Term of Contract – Prohibited – N.J.A.C. 6A:23A-6.3 (a) (2, 3)

"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract."

"When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity."

Chapter 271 Political Contribution Disclosure Form – Required – N.J.A.C. 6A:23A-6.3 (a) (4)

All respondents shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to the bid/proposal or no later than ten (10) days prior to the award of contract. Failure to provide the completed and signed form shall be cause for disqualification of the bid/proposal.

POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

Annual Disclosure

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the **New Jersey Election Law Enforcement Commission** pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of $50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at www.elec.state.nj.us.

Chapter 271 Political Contribution Disclosure Form

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county,
  - of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

The ESCNJ has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The ESCNJ has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

STATEMENT OF OWNERSHIP N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)
No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

AFFIRMATIVE ACTION QUESTIONNAIRE

1. Our company has a federal Affirmative Action Plan approval. □ Yes □ No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a New Jersey State Certificate of Employee Information Report. □ Yes □ No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered "***NO"*** to both questions above, No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

https://www.nj.gov/treasury/contract_compliance/

a. Click on "Employee Information Report"
b. Complete and submit the form with the *appropriate payment* to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring P.O. Box 206
Trenton, New Jersey 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the ESCNJ prior to the execution or award of contract.

I certify that the above information is correct to the best of my knowledge.

Name of Company/Firm _____

Address _____
City, State, Zip _____

Name of Authorized Agent _____Title _____
SIGNATURE _____ Date _____

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company _____ Name _____

Signature _____ Title _____

Date: _____

ASSURANCE OF COMPLIANCE

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands it obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

https://www.nj.gov/education/crimhist/preemployment/

Name of Company _____

Name of Authorized Representative _____

Signature _____ Date _____

(Revised: January, 2016)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at https://www.nj.gov/treasury/contract_compliance/

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting an investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Company _____ Name _____

Signature _____ Title _____

Date: _____

Form AA302
Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

2. TYPE OF BUSINESS: ☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	NAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN MALE: BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	FEMALE: BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

SAMPLE

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED From: To:

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☐ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO DAY YEAR

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION) - -

To download the AA-302 form, click this link:
https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302.pdf

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED $150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE**. **IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check “Retail”.

ITEM 3 - Enter the total “number” of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering “None” or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. “Single-establishment Employer” shall include an employer whose business is conducted at only one physical location. “Multi-establishment Employer” shall include an employer whose business is conducted at more than one location.

ITEM 8 - If “Multi-establishment” was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the Include City, County, State and Zip Code. This is Number. not applicable if you are renewing a current certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.
American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippines Islands and Samoa.
Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block “Yes”.

ITEM 15 - If the answer to Item 15 is “No”, enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone contact.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR’S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF $150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

NJ Department of the Treasury
Division of Public Contracts Equal Employment Opportunity Compliance

P.O. Box 206

Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

Educational Services Commission of New Jersey

Business Office

1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

Chapter 271
Political Contribution Disclosure Form

(Contracts that Exceed $17,500.00)
Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____(Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor

The Business Entity may attach additional pages if needed.

_____

□ **No Reportable Contributions** (Please check (✔) if applicable.)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify that the information provided above is in full compliance with Public law 2005 – Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s. 2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*[1]
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs)

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed over sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

P.L. 2005, c. 271

[1] N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c. 65 (C. 19:44A-10.1) for the purpose of receiving contributions and making expenditures."

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

b. The provisions of P.L. 2004, c. 19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L. 2004, c. 19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of $17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:
"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity of 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

P.L. 2005, c. 271

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any

office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year $50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1973, c. 83 (C. 19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include,
but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"Business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

*Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 19:44A-20.26.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)
CONTRACT AMENDMENTS AND EXTENSIONS	
☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)
IF UNABLE TO CERTIFY	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the <**Name of Contracting Unit**> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <**Name of Contracting Unit**> to notify the <**Name of Contracting Unit**> in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <**Name of Contracting Unit**> and that the <**Name of Contracting Unit**> at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		**Title**	
Signature		**Date**	

Statement of Suspension or Debarment

STATE OF NEW JERSEY/ _____
Specify, of other

COUNTY OF _____

I, _____ of the (City, Town, Borough)

of _____ State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm

of _____ the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: _____
(Company Name)

By: _____
(Signature of authorized representative)

Subscribed and sworn to before me

This_____ day of _____, 20 ____

_____
(Seal) Notary Public of New Jersey/
Specify Other State

My Commission expires_____ 20 ___

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____
Organization Address: _____
City, State, ZIP: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II Check the appropriate box

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***ESCNJ and/or its members*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the ***ESCNJ and/or its members*** to notify the ***ESCNJ and/or its members*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***ESCNJ and/or its members*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

NEW JERSEY REQUIRED DOCUMENTS FOR PUBLIC WORKS BIDS

BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

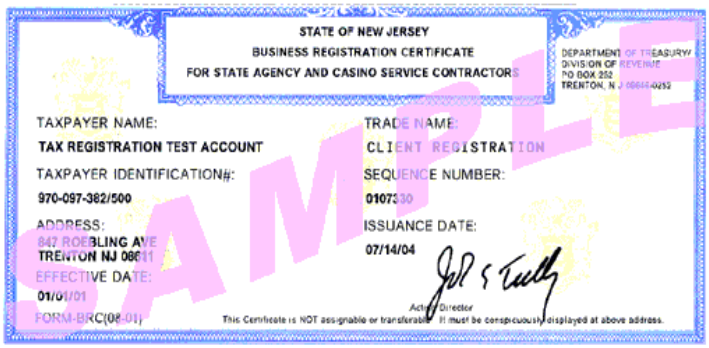
Pursuant to N.J.S.A. 52:32-44, all respondents shall submit prior to award of bid, a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. The ESCNJ requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal but no later than date of award.

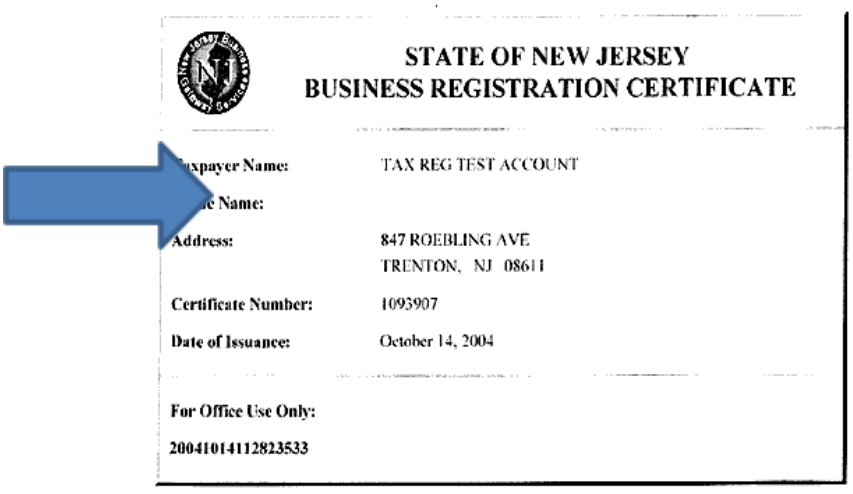
Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

3. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
4. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used.
4. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400.

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at:
http://www.state.nj.us/treasury/revenue/busregcert.shtml


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS
DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ
TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT
TRADE NAME:
CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#:
970-097-362/500
SEQUENCE NUMBER:
ADDRESS:
847 ROEBLING AVE
TRENTON NJ
ISSUANCE DATE:
07/14/04
EFFECTIVE DATE:
FORM BRC
Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.
SAMPLE


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004
For Office Use Only:
20041014112823533

RETURN PRIOR TO BID AWARD

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

All respondents are urged to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate to the ESCNJ prior to the award of contract will result in the rejection of the entire bid or proposal.

CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

Contractors/vendors doing business with the ESCNJ are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

C. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and

receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

D. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

D. Renewal of Contract; Services

The ESCNJ may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The ESCNJ may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The ESCNJ is the final authority in awarding renewals of contracts.

DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (https://www.state.nj.us/treasury/revenue/debarment/index.shtml).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List—Excluded Parties List System—System for Award Management—SAM.gov

PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN N.J.S.A. (18A:18A-49.4)

The ESCNJ, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran and Public Law 2022, c.3, Prohibited Russia-Belarus Activities —N.J.S.A. 52:32-55 et seq.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25, P.L. 2021, c.4 and P.L. 2022, c.3), any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:
https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf . Bidders must review this list prior to completing the certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in Russia or Belarus and/or investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

The ESCNJ has provided within these specifications, a Prohibited Russia-Belarus Activities & Iran Investment Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the ESCNJ, to complete, sign and submit with the proposal. The Prohibited Russia-Belarus Activities & Iran Investment Activities Form is to be completed, certified and submitted prior to the award of contract, preferably with the bid submittal.
Please sign and submit the Disclosure of Investment Activities in Iran form and include with your bid package. This form must be submitted no later than the time of the award of a contact.

PREVAILING WAGES

Where applicable, all vendors must adhere to NJ State Prevailing Wage laws; All subcontractors named in this bid understand the requirements of the subcontractor to pay prevailing wages in full accordance with the law, where applicable**.**

STATEMENT OF OWNERSHIP N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

APPENDIX A RETURN WITH BID
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company _____ Name _____

Signature _____ Title _____

ASSURANCE OF COMPLIANCE – RETURN WITH BID

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands it obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

https://www.nj.gov/education/crimhist/preemployment/

Name of Company _____

Name of Authorized Representative _____

Signature _____ Date _____

RETURN WITH BID

Educational Services Commission of New Jersey
Business Office
1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

Chapter 271
Political Contribution Disclosure Form

(Contracts that Exceed $17,500.00)
Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____(Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor

The Business Entity may attach additional pages if needed.

_____

□ **No Reportable Contributions** (Please check (✔) if applicable.)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify that the information provided above is in full compliance with Public law 2005 – Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s. 2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*[2]
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs)

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed over sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

P.L. 2005, c. 271

[2] N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c. 65 (C. 19:44A-10.1) for the purpose of receiving contributions and making expenditures."

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

b. The provisions of P.L. 2004, c. 19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L. 2004, c. 19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of $17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:
"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity of 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

P.L. 2005, c. 271

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any

office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year $50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1973, c. 83 (C. 19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include,
but not be limited to:

(3) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(4) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(4) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"Business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

*Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 19:44A-20.26.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)
CONTRACT AMENDMENTS AND EXTENSIONS	
☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)
IF UNABLE TO CERTIFY	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the <**Name of Contracting Unit**> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <**Name of Contracting Unit**> to notify the <**Name of Contracting Unit**> in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <**Name of Contracting Unit**> and that the <**Name of Contracting Unit**> at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		**Title**	
Signature		**Date**	

Statement of Suspension or Debarment - RETURN WITH BID

STATE OF NEW JERSEY/ _____
Specify, of other

COUNTY OF _____

I, _____ of the (City, Town, Borough)

of _____ State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm

of _____ the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: _____
(Company Name)

By: _____
(Signature of authorized representative)

Subscribed and sworn to before me

This_____ day of _____, 20 ____

_____
(Seal) Notary Public of New Jersey/
Specify Other State

My Commission expires_____ 20 ___

STATEMENT OF OWNERSHIP DISCLOSURE - RETURN WITH BID

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____
Organization Address: _____
City, State, ZIP: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II Check the appropriate box

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

STATEMENT OF OWNERSHIP DISCLOSURE – continued - RETURN WITH BID

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***ESCNJ and/or its members*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the ***ESCNJ and/or its members*** to notify the ***ESCNJ and/or its members*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***ESCNJ and/or its members*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

CERTIFICATE OF AUTHORITY - RETURN WITH BID

All bidders are to submit their Sworn Contractor Certification, a current valid "Certificate of Authority" as issued by the New Jersey Department of Treasury. Reference—N.J.S.A. 18A:7G-37.

Sample Certificate of Authority

STATE OF NEW JERSEY
Certificate of Authority
DIVISION OF TAXATION
TRENTON, N J 08695
The person, partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX
pursuant to N.J.S.A. [redacted]
This authorization is good ONLY for the named person at the location specified herein
This authorization is null and void if any change of ownership or address is effected
Acting Director, Division of Taxation
[redacted]
Tax Registration No [redacted]
Tax Effective Date 10-15-10
Document Locator No [redacted]
Date Issued 10-14-10
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

CHANGE ORDERS (N.J.A.C. 6A:26-4.9, 4.10 et seq.) (N.J.A.C. 5:30-11.1 et seq.)

Co-op member Approval Required; Prior to Issuance of Change Order (N.J.A.C. 5:30-11.2)

Change orders may be approved by the Co-op member in an amount up to twenty percent (20%) when necessitated by one of the following:

- Emergencies consistent with N.J.S.A. 18A:18A-7;
- Unforeseeable physical conditions; or
- Minor modifications to the project/scope that achieve cost savings, improve service or resolve construction conditions.

Division of Finance (NJDOE) Approval

All other change orders shall be approved by the Division of Finance (NJDOE) when extraordinary circumstances exist such as:

- Change order amounts greater than twenty percent (20%);
- Change orders that eliminate or affect the project scope; or
- Change orders that affect the number, size, configuration, location or use of co-op member spaces.

All contractors are prohibited to perform any change order unless so directed in writing by the Co-op member.

CONTRACTOR TRADE LICENSES - RETURN WITH BID

All bidders are to submit with their proposal all current, valid contractor or trade licenses as issued by the New Jersey Division of Consumer Affairs, for any trade or specialty area the contractor seeks to perform work for this particular proposal.

Sample Contractor Trade License

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Division of Consumer Affairs

HAS REGISTERED

ABC CONSTRUCTION
123 YOUR BLOCK
ANYTOWN USA

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

11/01/2013 TO 12/31/2014
VALID

1234567890123
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

DIRECTOR

CONTRACTOR'S REGISTRATION EVIDENCE —"Public Works Contractor Registration Act"

A. Valid Certificate – Receipt of Bid

All Contractors must adhere to the provisions of the Public Works Contractor Registration Act - N.J.S.A. 34:11-56.48 et. seq. The PWCRA requires that *"No contractor shall bid on any contract for public work as defined in N.J.S.A.34:11-56.26 unless the contractor is registered pursuant to this act."* The law requires that all contractors and sub-contractors named in the proposal possess a valid certificate at the time the proposal is received by the contracting unit, in this case the ESCNJ.

B. Submission of Certificate – Receipt of Bid; Prior to Award--Mandatory

All bidders are requested to submit with the bid package or prior to the award of contract, a current Public Works Contractor Registration Certificate that was issued prior to the receipt of the bid.

The vendor(s) who is deemed to receive the contract award must submit a copy of the current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Certificate, and if applicable, copies of certifications of all listed subcontractors, prior to the award of contract. **If the successful vendor fails to provide copies of certificates prior to the award of contract, the bid shall be rejected as non-responsive.**

For more information contact:

Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor & Workforce Development
PO Box 389
Trenton, New Jersey 08625-0389
Tel: 609-292-9464
Fax: 609-633-8591
E-mail: wage.hour@dol.nj.gov
Web site: lwd.dol.state.nj.us/labor/wagehour/content/contact_us.html

PRE-QUALIFICATION OF BIDDERS

A. **DPMC Prequalification--** Pursuant to N.J.S.A. 18A:18A-26, 27 et seq., all Bidders on any contract for public works which the entire cost of the contract exceeds $20,000, must be pre-qualified by the Department of Treasury, Division of Property Management and Construction, as to charter and amount of public work on which they may submit bids. No person shall be qualified to bid on any public work contract with the Commission if he has not submitted a statement to the Department of Treasury, Division of Property Management and Construction which fully develops the financial ability, adequacy of plant and equipment, organization and prior experience of the prospective bidder, and such other pertinent and material facts, within a period of one year preceding the date of opening of the bids for such contract.

NJSDA Prequalification---Pursuant to N.J.S.A. 18A:7G-33, all contractors bidding on any contract for a School Facilities Project as defined in N.J.A.C. 6A:26-1.2, shall be prequalified with the New Jersey School Development Authority in the major construction trades listed in N.J.S.A. 18A:7G-33. Bidders will have to submit a Sworn Contractor Certification attesting to the NJSDA prequalification. Named subcontractors shall also be pre-qualified with the NJSDA—N.J.A.C. 6A:26-4.7 (b) (3).

Maintenance Projects—Contractors are reminded that maintenance projects solely to achieve the design life of a school facility and routine maintenance do not constitute a school facility project and therefor NJSDA prequalification is not a requirement. Reference N.J.A.C. 6A:26-1.2002E

B. **Prequalification Affidavit--No Material Adverse Change**

Every pre-qualified Bidder must submit with his proposal, a notarized affidavit setting forth the type of work and the amount of work for which he has been qualified, that there has been no material adverse change in his qualification information, the total amount of completed work on contracts at the time and date of the classification. **Any bid not including a copy of this affidavit shall be rejected as being non-responsive to bid requirements.** (N.J.S.A. 18A:18A-32)

C. Bidders shall furnish satisfactory evidence that he and his subcontractors have sufficient means and experience in the type of work to complete the project in accordance with the bid specifications. A subcontractor listing and bidder's personnel and experience sheet shall be submitted to the ESCNJ as part of the bidding documents. Where the Bidder intends to subcontract any portion of the project, the cost of which will exceed $20,000.00, the sub-contractor shall be pre-qualified to perform the work and the bidder shall submit the requisite documentation pertaining to the sub-contractor in accordance with Paragraphs A and B above. The ESCNJ may make such additional investigations as it deems necessary to determine the ability, competence and financial responsibility of the bidder to perform their work. The bidder shall furnish the ESCNJ with the information and data for this purpose upon request. The ESCNJ reserves the right to reject any bid if the information fails to establish to the ESCNJ's satisfaction that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated here.

D. **Notice of Classification--**(For Contracts Exceeding $20,000) N.J.S.A. 18A:18A-26 et seq., N.J.S.A. 52:35-1 et seq.
Each Bidder shall submit with his/her bid a copy of a valid and active Notice of Classification letter issued by the Department of Treasury, Division of Property Management and Construction as appropriate to the nature of the bid. **Any bid submitted to the ESCNJ under the terms of New Jersey Statutes not including a copy of a valid and active classification letter shall be rejected as being non-responsive to bid requirements.**

"The Co-op member, through its authorized agent, shall upon completion of the contract report to the State agency listed on the pre-qualification/classification letter as to the contractor's performance and shall furnish such report from time to time during performance if the contractor is then in default".

E. **Uncompleted Contracts--**(For Contracts Exceeding $20,000) - N.J.A.C. 17:19-2.13(a)
The ESCNJ also requires that each bidder submit with his bid a certified Total Amount of Uncompleted Contracts form as prescribed by code. (Form DPMC 701). **Failure to submit this document will result in the rejection of the bid as being non-responsive.**

PREVAILING WAGES: CONSTRUCTION, ALTERATIONS, REPAIRS
The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable wage rates by County as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56:25, is hereby made a part of these Contract Documents. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed athttps://www.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html
http://lwd.dol.state.nj.us/http://lwd.dol.state.nj.us/, the Prevailing Wages Determination Section.

- **Compliance with New Jersey Prevailing Wage Act**

Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

- **Certified Payrolls**

Contractor agrees to submit to the Co-op member a certified payroll for each payroll period within ten (10) days of the payment of wages. Contractor further agrees that no payments will be made to the Contractor if certified payrolls are not received. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.

- **Submission of Affidavit**

Before final payment, the contractor shall furnish the co-op member with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

- **Posting of Prevailing Wages**

The contractor shall post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and in such place or places as used to pay workers their wages. (Reference 18A:7G-23 and N.J.S.A 34:11-56.32.)

- **Prevailing Wages Certification—Submission with Bid**

The bidder shall submit a Prevailing Wages Certification with its bid package.

- **Non-compliance Statement**

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or co-op member may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

EQUIPMENT CERTIFICATION (N.J.S.A. 18A:18A-23)

Each Bidder shall provide a certification showing that he/she owns, leases or controls all the necessary equipment required by the specifications. If the Bidder is not the actual owner or lessee of any such equipment, he/she shall submit a certificate stating the source from which the equipment will be obtained and shall obtain a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

The certificates are to be submitted with the bid. If the contract involves the installation of a manufactured system which requires the contractor to have special knowledge or training, or to be specifically certified by the manufacturer to install their system, this form is used to submit such required evidence of the bidder's approval from the manufacturer.

SUBCONTRACTING: ASSIGNMENT OF CONTRACT - RETURN WITH BID

Contractors, services providers, and all vendors with whom the ESCNJ has an executed contract, may not subcontract any part of any work done or assign any part of the contract for goods or materials for ESCNJ and Co-op members without first receiving written permission from the ESCNJ. Awarded vendors may add additional subcontractors after submitting the proper paperwork and upon approval from the ESCNJ. Under no condition will any work specified be subcontracted without the ESCNJ's prior written approval. **Failure to adhere to this requirement may result in revocation of a contract.**

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The ESCNJ must approve all subcontractors and will require the following documents to be secured from all approved subcontractors:

-Affirmative Action Evidence – Construction type contracts
-Americans with Disabilities Act of 1990
-Assurance of Compliance
-Certificate of Authority
-Certifications and Licenses as applicable
-Contractor's Registration Certificate (Public Works)
-Disclosure of Investment Activities in Iran
-Equipment Certification
-Insurance Certificate as outlined in the bid specifications;
-New Jersey Business Registration Certificate
-New Jersey School Development Authority Prequalification
-Notice of Classification Form (DPMC)
-Political Contribution Disclosure Form
- Prequalification Affidavit--No Material Adverse Change
-Prevailing Wages Compliance Certification
-Statement of Ownership (Ownership Disclosure Certification)
-Statement of Suspension or Debarment
-Subcontracting Assignments
-Sworn Contractor's Disclosure
-Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
-Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

SUBCONTRACTING: ASSIGNMENT OF CONTRACT-continued

In cases of subcontracting, the Co-op member shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Co-op member shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for nonpayment to subcontractors. Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors. All vendors are responsible for submitting subcontractor documentation.

Penalties – Unauthorized Subcontractors

The Co-op member may deduct the amount of $1,000.00 (one thousand dollars) per day as a penalty, for each day a prime contractor uses a subcontractor without first receiving **written** permission as required.

Subcontractor Disclosure Statement

If the bidder intends to subcontract any work, please submit the completed **Subcontractor Disclosure Statement found in this bid document.**

SWORN CONTRACTOR CERTIFICATION – (Bidder's Certification)

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials. **Failure to complete, sign and submit the certification may lead to the bid being rejected.**

AFFIRMATIVE ACTION—Construction Contracts—Acknowledgement – RETURN WITH BID

The undersigned acknowledges and agrees to comply with the following:

AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS—EEO

The construction contractor shall complete and submit an Initial Project Workforce Report, **Form AA-201** listing their entire work force and all employees that may be used for any jobs under this ESCNJ Co-op contract with their bid submission. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The awarded contractor(s) shall also complete and submit an Initial Project Workforce Report, **Form AA-201** to the owner before the start of any job entered into under this contract. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of Labor Workforce and Development and to the owner's Public Agency Compliance Officer.

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT B. If awarded a contract, your company/firm will be required to comply with the above requirements.

Contractors and vendors are to familiarize themselves with the following document:

Vendor/Contractor Guidelines for Awarded Public Contracts

The document may be obtained from the New Jersey Division of Purchase and Property, Contract Compliance and Audit Unit, Equal Employment Opportunity (EEO) Program website or by visiting the following link:

https://www.nj.gov/treasury/contract_compliance/https://www.state.nj.us/treasury/contract_compliance/pdf/vc.pdf

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Date _____

EXHIBIT B - RETURN WITH BID
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. I7:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) EXHIBIT B - RETURN WITH BID
(C) MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(D) N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
(E) N.J.A.C. 17:27-1.1 et seq.
(F) CONSTRUCTION CONTRACTS-continued

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
EXHIBIT B (Continued)

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contactor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and

trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. (Revised: January, 2016)

Company _____

Signature _____

Name _____
Title _____

Sample-AA201

Official Use Only

Assignment

Code

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201
Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER	2. CONTRACTOR ID NUMBER
3. NAME AND ADDRESS OF PRIME CONTRACTOR (Name) (Street Address) (City) (State) (Zip Code)	5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT Name: Address: CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD
4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]	6. NAME AND ADDRESS OF PROJECT Name: Address: COUNTY
	7. PROJECT NUMBER
	8. IS THIS PROJECT COVERED BY A PROJEC LABOR AGREEMENT (PLA)? YES

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name) (Title)

(Area Code) (Telephone Number) (Ext.) (Date)

INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT WORKFORCE REPORT – CONSTRUCTION (AA201)

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. **Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.**

2. **Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.**

3. **Enter the prime contractor's name, address and zip code number.**

4. **Check box if Company is Minority Owned or Woman Owned**

5. **Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.**

6. **Enter the name and address of the project, including the county in which the project is located.**

7. **Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.**

8. **Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.**

9. **Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journey worker, AP=Apprentice). Include projected phase-in and completion dates.**

10. **Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.**

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior to signing the contract.

THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT AND FORWARD A COPY TO:

NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550

EQUIPMENT CERTIFICATION - RETURN WITH BID

In accordance with N.J.S.A. 18A:18A-23, I hereby certify that

A) _____owns all the necessary equipment as required by the
Name of Company
specifications and to complete the specified public work project.

or

B) _____leases or controls all the necessary equipment as required
Name of Company
by the specifications and to complete the specified public work project.

PLEASE NOTE: If your company is not the actual owner of the equipment, **you shall submit with the bid:**

1. A certificate stating the source from which the equipment will be obtained and

2. Obtain and submit with the bid a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time it may be necessary for the completion of that portion of the contract for which said equipment will be necessary.

Name of Company_____

Authorized Agent

Title_____

Authorized Signature_____

PRE-QUALIFICATION AFFIDAVIT—NO MATERIAL ADVERSE CHANGE - RETURN WITH BID

The below affidavit must be submitted with your bid for projects over $20,000.00 pursuant to N.J.S.A. 18A:18A-32:

I, _____ of the City of _____
in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

No Material Adverse Change in Qualification

I am_____ *(Position in Company)*, and the bidder for the above named project. The answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required (N.J.S.A. 18A:18A-32 et seq.) as amended, except as set forth herewith. I further certify that there is not now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current limits.

Notice of Classification (DPMC 27)

_____ *(Name of Company)* is classified by the State of New Jersey pursuant to N.J.S.A. 52:35-1 et seq. This Classification became effective (Date).
Type of Contract/Trade Classified: _____

_____

Classification Approved Amount $_____
A copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Property Management and Construction has been submitted with this bid.

Total Amount of Uncompleted Contracts (DPMC 701)

The total amount of uncompleted work is $_____ as of _____(Date).
A copy of the company's Total Amount of Uncompleted Contracts form is required to be submitted with the bid.

NJSDA Prequalification

The _____ (Name of Company), pursuant to N.J.S.A.18A:7G-33, is prequalified with the NJSDA on contracts for "school facilities" projects as defined by code. NJSDA prequalification is not a requirement for maintenance projects.

_____ _____
Signature of Authorized Representative **Date**

Sworn and subscribed to before me this _____ day of _____ in the Year __

_____ _____Notary Public of _____
Signature of Notary **Print Name of Notary**

My Commission Expires:_____ _____ _____ **SEAL**
Month Day Year

PREVAILING WAGES COMPLIANCE CERTIFICATION - RETURN WITH BID

It is the determination of the ESCNJ that this is a public works project that in total will exceed $2,000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25 et seq.

CERTIFICATION

1. I certify that our company understands that this project of the ESCNJ or its Co-op members requires prevailing wages to be paid in full accordance with the law.

2. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay prevailing wages in full accordance with the law.

Non-compliance Statement

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or its members may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

NOTIFICATION OF VIOLATIONS – New Jersey Department of Labor and Workforce Development

Has the bidder or any person having an "interest" with the bidder, been notified by the New Jersey Department of Labor and Workforce Development by notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the New Jersey Prevailing Wage Act within the last five (5) years?

* Yes _____ No _____

*If yes, please attach a signed document explaining any/or all administrative proceedings with the Department within the last five (5) years. Please include any pending administrative proceedings with the Department if any.

Submission of Certified Payroll Records

All certified payroll records are to be submitted to the member/person who is coordinating the activities for the project.

Name of Company: _____

Authorized Agent: _____

Title of Authorized Agent: _____

Authorized Signature: _____

SUBCONTRACTOR'S DISCLOSURE FORM - RETURN WITH BID

If the bidder **will** subcontract any part of their services /installation award, the bidder ***must*** do the following:

Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. Sub-Contractor for _____

Name of Subcontracting Company_____

Address_____

City, State, Zip_____

Telephone_____Fax_____

E-Mail _____FEIN No_____

Authorized Agent _____ Title _____

Certification of Equipment

The_____hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

_____ _____

Authorized Agent (Print)—Bidder ***Signature of Authorized Agent—Bidder***

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

SUBCONTRACTOR'S DISCLOSURE FORM *(Continued)* **- RETURN WITH BID**

If the bidder **will** subcontract any part of their services /installation award, the bidder ***must*** do the following:

Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. Sub-Contractor for Other _____

Name of Subcontracting Company_____

Address_____

City, State, Zip_____

Telephone_____Fax_____

E-Mail _____FEIN No_____

Authorized Agent _____ Title _____

Certification of Equipment

The_____hereby certifies the above named

Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

_____ _____

Authorized Agent (Print)—Bidder ***Signature of Authorized Agent—Bidder***

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

Sworn Contractor Certification; Qualifications and Credentials (Bidder's Certification) - RETURN WITH BID

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials.

I_____ the principal owner or officer of the company certify that the forgoing statements are true and our firm has the following qualifications and credentials:

1. A current, valid certificate of registration issued pursuant to "The Public Works Contractor Registration Act," N.J.S.A. 34:11-56:48 et seq. A copy of which is submitted with its bid;

2. A current, valid Certificate of Authority to perform work in New Jersey issued by the Department of Treasury, a copy of which is submitted with its bid;

3. A current valid contractor trade license required under applicable New Jersey Law for any specialty trade or specialty area in which the firm seeks to perform work, a copy of which is submitted with its bid;

4. During the term of the project, I as principal owner or officer of the company or corporation, as contractor, will have in place a suitable quality control and quality assurance program and appropriate safety and health plan.

5. Certify that, at the time of bidding, the amount of the bid proposal and value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit.

Name of Company_____

Name of Owner or Officer_____

Signature of Owner or Officer_____

Notarized before me this _____ day of _____, _____
Month Year

_____ _____
NOTARY PUBLIC SIGNATURE **Print Name of Notary Public**

My commission expires _____ _____, _____
Month Day Year

-SEAL-

RETURN WITH BID

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 W. STATE STREET
PO BOX 034
TRENTON, NEW JERSEY 08625-0034

REPLY TO:
TEL: (609) 943-3400
FAX: (609) 292-7651

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the ESCNJ.) I certify that the amount of uncompleted work on contracts is $_____.

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 1 7:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.

Affix corporate seal here

_____
Name of Firm

_____
Signature

_____
Title

_____
_____
Address

_____
Phone

Sworn to and Subscribed before me

This day ____ of _____ 20___
Notary Public

DPMC 701 (3/15)

Vendor Contact Form - RETURN WITH BID

This page should be included in your electronic file in Word format
so that we can copy and paste into our website.
Please do not handwrite the information; type it in.

If you are awarded a contract with the ESCNJ, we will post this contact sheet on our website for members to contact. Please complete and include with your bid package. List the individual(s) who will be best equipped to handle calls from our 1,300+ members and have knowledge of your award.

Bid	**Title of Bid: _____** **Bid #_____**
Vendor	
Representative	
Address	
Telephone #	
Fax #	
Email	
Website	

NEW JERSEY REQUIRED DOCUMENTS CHECKLIST – RETURN WITH BID			
1.	Affirmative Action Construction Contracts Acknowledgement **and** Total Work Force/Employee AA201 (for Public Works contracts)	16.	NJ School Development Authority Prequalification (for Public Works contracts)
2.	Affirmative Action Questionnaire and supported documentation (current CEIR)	17.	Non-Collusion Affidavit **Notarized and Sealed**
3.	Americans with Disabilities Act of 1990	18.	Pre-Qualification Affidavit (Projects over $20,000 in accordance with N.J.S.A. 18A:18A-26 et. seq.)
4.	Assurance of Compliance	19.	Prevailing Wage Certification (for Public Works contracts)
5.	Certificate of Authority	20.	Request for Clarifications Form
6.	Certificate of Insurance with the Educational Services Commission of New Jersey named as the certificate holder with Bid Title and Bid # **(Upon award)**	21.	Respondent Comment Form – Optional
7.	Chapter 271 Political Contribution Disclosure Form	22.	Statement of Ownership (Ownership Disclosure Certification)
8.	Dealer/Subcontractor Documents if applicable	23.	Statement of Suspension or Debarment **Notarized & Sealed**
9.	Disclosure of Investment Activities in Iran Form (for Public Works contracts)	24.	Sub-contractor's Disclosure Form(s)
10.	DPMC Notice of Classification Form	25.	Sworn Contractor Certification; Qualifications and Credentials (for Public Works contracts)
11.	Equipment Certification	26.	Total Amount of Uncompleted Contracts Form-Certified (DPMC Form 701) (for Public Works contracts)
12.	Exhibit B Mandatory Equal Employment Opportunity Language Construction Contracts	27.	Vendor Contact Form
13.	Licenses	28.	W-9 Form
14.	New Jersey Business Registration Certificate **(Received no later than the time of award)		
15.	New Jersey Public Works Contractor Certificate (for Public Works contracts)		
Signature: _____ **Please sign above indicating that you have included all of the required New Jersey documents on this checklist and return this checklist with your bid package.**			

Invitation for Bid
AEPA #025-D

Roofing & Building Envelope Services

BID SECURITY REQUIRED: $25,000

Part A – Instructions and Specifications

Notice to Respondents

Solicitation offers will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its Member Agencies until:
September 17, 2024, at 1:30 p.m. ET

For Solicitations: Roofing & Building Envelope Services
Each package consists of multiple parts:

- **Part A – Instructions and Specifications**
- **Part B – AEPA General Terms and Conditions**
- **Part C – Member Agency (State) Terms and Conditions**
- **Part D – Questionnaire**
- **Part E – Signature Forms**
- **Part F – Discount & Pricing Workbook**

All offers must be submitted online via the Bonfire eProcurement website by the due date and time listed above. AEPA solicitation documents can be downloaded after registering, at no cost, on Bonfire at https://aepacoop.or/registration-solicitations/ .

AEPA and/or the respective Member Agencies reserve the right to reject any or all offers in whole or in part; to waive any formalities or irregularities in any offers, and to accept the offers, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Note that Respondents must be able to provide their proposed products and services in up to 30 states including California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. Note that not all states participate in each solicitation. The complete list of participating states is found below.

Solicitations will be opened online on **September 17, 2024, at 1:30 p.m. ET.**

Bid & Contract Timeline:

August 1, 2024	Release of IFBs/RFP via Bonfire
August 19, 2024	Voluntary Pre-Bid Conference Call
August 30, 2024	Deadline for questions from Respondents
September 17, 2024 1:30 pm ET	Deadline for Submittals and Reading via Bonfire
September 19, 2024	Opening Record posted on the AEPA website, www.aepacoop.org
December 2-4, 2024	AEPA Approval of Offers
After December 4, 2024	Vendor Partners submit required documentation to AEPA Agencies
	Initial contract term–See Term of Contract and Extensions in General Terms & Conditions. Annual contract renewal dates subject to approval by AEPA

I. General Solicitation Procedures

A. Issuing Agency

The great benefit to the Vendor is that one response may be prepared for approval by AEPA and awarded by multiple AEPA Member Agencies and utilized by their Participating Entities located throughout many states. Solicitations may be issued as an IFB or an RFP depending on the category of goods/services being solicited. Respondents to a solicitation will submit their response in the required formats (PDF, Excel) of all files requested along with current pricing via Bonfire, a free online bidding platform, by the published due date and time. Respondents selected in response to this solicitation have the potential to provide products and services to local education agencies serving over 36,000,000 (excludes non-represented AEPA states) students, with additional local government agencies as permitted by state law.

Each AEPA Member Agency will individually publish notice of the solicitation. Respondents will submit responses online, electronically via Bonfire (https://aepacoop.org/registration-solicitations//). Instructions on registering for AEPA solicitations on Bonfire can be found on the AEPA website, www.aepacoop.org. Responses deemed complete at opening will be evaluated by solicitation category committees comprised of AEPA Member Agencies representatives 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 Vendor Partners or reject their offers.

The procurement activities of AEPA are limited to document preparation, distribution of the solicitation, 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 competitive procurement regulations. As allowed by specific state statutes, they can issue purchase orders for any amount without the necessity to prepare their own solicitation, Request for Proposal (RFP), or Request for Quotations (RFQ). This saves the entity time and allows for economical and efficient purchasing.

AEPA requires that Respondents only respond if they can offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume. 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 solicitation, open each response, evaluate, and select). 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 solicitation, a cooperatively solicited contract may not be attractive to these members. **We request that Respondents respond with advantageous pricing and package so that together we can attract members to prefer the cooperatively awarded contract.**

The 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 Vendor Partners and in accordance with their state laws.

B. Questions

All questions from Respondents must be submitted online through Bonfire, AEPA will not accept questions in any other format during the solicitation process. All questions received during the solicitation process will be available via Bonfire. All Respondents will be automatically notified through email when AEPA responds to a question asked by a potential respondent. It is the Respondent's responsibility to check Bonfire for any questions and answers before the deadline. Questions received after the question deadline date will not be answered.

Should AEPA issue addenda during the solicitation process, all Respondents will be automatically notified through email of the released addenda. AEPA is not responsible for Respondents not acknowledging the issued addenda and not submitting a response according to those changes.

Questions regarding this solicitation after Opening, but before the approval of the contract, should be submitted to questions@aepacoop.org.
Questions regarding this solicitation after Notification of Approval should be submitted to bid-committee@aepacoop.org.

C. Respondent Qualifications

An essential part of the solicitation process is an evaluation to qualify the company being considered. All solicitations must contain answers, responses, and/or documentation to the information requested in the documents. Any Respondent failing to provide the required information/ documentation may be considered non-responsive, this includes submitting a response not in the proper format.

Respondents must demonstrate their ability, capacity, and available resources to provide the proposed products and services to {90% of the AEPA Member Agencies indicating an interest in participating in the categories being solicited unless otherwise noted in Technical Specifications of the category being solicited. – Solicitations to edit when returned} The Respondents are required to communicate and demonstrate within their response they have extensive knowledge, background, and at least five (5) years of 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 solicitation response and/or its own investigation of the company.

D. Bid/Proposal Security

If required as noted at the top of this Part, bids or proposals must be accompanied by a satisfactory security bond. Please note that not all AEPA Bid categories require a security bond. If a security bond is required, a hard copy of the bid security must be in the possession of AEPA on or before the exact due date and time. Original copies of the security must be submitted to AEPA c/o LCSC, ATTN: Purchasing Dept, 1001 E Mt Faith, Fergus Falls, MN 56537 in a sealed envelope with the Solicitation Number, Solicitation Category, and Respondent's name and address clearly indicated on the envelope or box. A copy of the bid security must be submitted via Bonfire. AEPA will not reject a response from a Vendor whose bid bond has not arrived by the due date and time as long as a scanned copy of the bid bond dated prior to the due date is uploaded with their response and the actual bond is in transit.

An acceptable bid/proposal security will have the principal being the Respondent and the Association of Educational Purchasing Agencies listed as the Agency of Record. The Security may be a one-time bond underwritten by a surety company licensed to issue 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 an irrevocable letter of credit from a FDIC financial institution. The security bond must remain in force for one hundred twenty (120) days of the solicitation opening.

E. Solicitation Submittal

1. Preparation of the Response

a. The solicitation is published in multiple parts.
   i. Part A contains the solicitation instructions, and the technical specifications.
   ii. Part B is the general terms and conditions for all AEPA agencies.
   iii. Part C includes specific state terms and conditions. This is where you will find information about each AEPA state member and any specific procurement rules of each state.
   iv. Part D is a required Questionnaire found and completed in Bonfire.
   v. Part E and F are to be filled out in their entirety and submitted online via Bonfire in their required formats with the Respondent's offer. Some categories may request additional forms. All forms must be uploaded before the published solicitation due date and time of opening.

b. All responses must be on the forms provided by AEPA for each solicitation found in Bonfire unless otherwise noted. Respondents will submit all documents, in their required formats, online via Bonfire by the due date and time of the solicitation.

c. Forms requiring signatures must be submitted by the person authorized to sign the bid or proposal response. Failure to properly sign the solicitation documents may result in the offer being deemed non-responsive.

d. In case of an error in extension of prices in the solicitation, unit prices must govern.

e. Periods of time stated as a number of days must be in calendar days, not business days.

f. It is the responsibility of all Respondents to examine the entire solicitation package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due time and date.

g. The Respondents' ability to follow the preparation instructions set forth in this solicitation will also be considered to be an indicator of the Respondents' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the AEPA Member Agency and a Respondent requires the delivery of information and data. The quality of organization and writing reflected in the offer 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 offer will be evaluated as a sample of data submission.

2. **Document Development:** Forms for this solicitation are published in Bonfire, in Excel, and PDF formats. Some forms (questionnaire) may be completed directly in Bonfire. Respondents must scan and upload all documents to Bonfire following the Solicitation Checklist, along with any additional documents or files other than those listed below that may be requested and/or related to the solicitation.
    a. **Part C – Member Agency (State) Terms and Conditions:** Some states require additional documentation and signature forms. Review Part C and submit the required state documents with your offer. Submit all state-specific forms as one (1) form in PDF format.
    b. **Part D – Questionnaire:** Complete directly in Bonfire. The questionnaire seeks information about the Respondent's pricing structure, service areas, past performance, and commerce processes. The Company Information form provides background information on the Respondent's company.
    c. **Part E – Signature Forms**: Complete the forms provided. The signature form includes multiple areas where signatures are required. Submit the form as one (1) individual form in PDF format.
    d. **Part F – Discount & Pricing Workbook:** Complete the Excel workbook provided. Title the Excel document as per the instructions in Document Development above. Be sure to complete the required tabs as outlined in Part F.

3. **Price Lists and/or Catalogs:** For catalog bids, Respondent's most recent catalog(s) or price lists must be included. If a hard copy is submitted, it should be in pdf format. Links to online pricing are acceptable as long as pricing is included, not just descriptions of product.

4. **Solicitation Transmittal**
    a. It is the responsibility of the Respondent to be certain that its submittal has been uploaded in its entirety to Bonfire, on or prior to the exact published due date and time.
    b. If a security bond is required (noted at the top of Part A), a hard copy of the security must be in the actual possession of AEPA c/o LCSC, ATTN: Purchasing Dept, 1001 E Mt Faith, Fergus Falls, MN 56537, on or before, the exact due date and time and a copy must be submitted via Bonfire. Original copies of the security must be submitted in a sealed envelope properly addressed to the Association of Educational Purchasing Agencies, with the Solicitation Number, Solicitation Category, and Respondent's name and address clearly indicated on the envelope or box. AEPA will not reject a response from a Vendor whose bid bond has not arrived by the due date and time as long as a scanned copy of the bid bond dated prior to the due date is uploaded with their response and the actual bond is in transit.
    c. If the designated location for receiving the bid or proposal security is closed due to an unforeseen circumstance on the day the security is due (due date), the security will be due at the same time on the next day the building is open.
    d. Responsive offers will be opened, and the name of each Respondent and other appropriate information will be posted on the AEPA website.

F. **Solicitation Evaluation, Approval, and Award:** Solicitation responses received will be evaluated in accordance with acceptable standards of cooperative procurement, 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.

For IFB categories, approval of prospective Vendor Partners and recommendation of contracts will be made to the lowest responsive and responsible Respondent utilizing the criteria listed in this solicitation. As a reminder, AEPA recommends offers to Respondents. Final contract awards are subsequently made by individual AEPA Member Agencies.

1. **Responsive Offer:** A responsive offer reasonably and substantially conforms to all material requirements of the solicitation. Offers 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 solicitation.
    c. Must substantially conform to all of the specified requirements in the solicitation 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 offer submitted. Otherwise, it will be considered that responses are in strict compliance with all requirements, and any successful vendor will be held responsible, therefore.
    e. Deviations or exceptions stipulated in response may result in the offer being classified as non- responsive. Language to the effect that the Respondent does not consider this solicitation to be part of a contractual obligation will result in that Respondent's offer being disqualified. Terms of the solicitation that any Respondent considers particularly unwarranted, and to which that would have to take significant exception in his/her offer, should be stated clearly and concisely as exceptions and/or deviations.
    f. In preparing a proposal, the Respondent'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 Respondent's qualifications; abilities; capacity; products; specifications; delivery, installation, setup, maintenance; support services and pricing utilized by AEPA evaluators may result in the Respondent's offer to be deemed non-responsive.

2. **Non-responsive Offer:** Any offer that does not conform to all material requirements of the solicitation including, but not limited to: offers received after the deadline; offers that do not contain required items and/or provided in the format required, such as proper and/or signed forms, pricing, catalogs, electronic files; offers that do not contain the proper security bond where required; failure to meet the specified qualifications, product specifications, stipulated documentation or pricing equal to or better than individual entities or cooperatives with equal or lesser volume. AEPA reserves the right to request documents that do not affect pricing, waive minor irregularities, and/or seek clarification following its Board approved procedures. Offers deemed non-responsive will not be considered for approval and award.

3. **Responsible Respondent:** A responsible Respondent is a firm or person with the qualifications, capability, and capacity to perform the contract requirements with integrity and reliability, which will assure good faith performance. As a part of the process of determining responsible respondents during the evaluation period, the category committee may request reports that describe the financial soundness of your organization. You may be asked to include a third-party report or reports that demonstrate your firm's strength. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or

lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).

AEPA's approval of a response will make the Respondent available for consideration to the AEPA Member Agencies for contract award. Factors to be considered in determining whether the standard of responsibility has been met may include but is not limited to whether a Vendor Partner has:

a. Submitted a responsive offer;
b. The qualifications stipulated in this solicitation, such as adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the products, services, or construction;
c. A demonstrated and documented satisfactory track record of performance in the national marketplace;
d. A satisfactory record of integrity and a reputation of responding to and meeting educational and local government 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 solicitation;
f. Supplied all necessary information and data in connection with determining whether a Respondent meets the standard of responsibility.

4. Cost Evaluation:

a. Cost and price schedules conform to and provide the information required in this part of the bid or proposal;
b. Pricing offered that is equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume;
c. Methodology used by AEPA and its AEPA Member Agencies to approve prospective Vendor Partners and award contracts;
    i. Line-Item/Construction Bid: Lowest responsive, responsible Bidder(s). Based on the cost evaluation, a recommendation will be made to approve a single Bidder or make a multiple Bidder award. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members' needs; or
    ii. Catalog Bid: Lowest responsive, responsible Bidder(s) is/are determined based on the price evaluation criteria; and by a "Core List" and/or by creating a "Market Basket Study" to compare overall pricing between Respondents. 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. Based on the cost evaluation, a recommendation will be made to approve a single Bidder or make a multiple Bidder award. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members' needs.
    iii. Proposal: Identified weighted criteria for evaluation, including pricing, published in this part of the solicitation.

G. Contract Award and Implementation

An AEPA category committee will perform initial response review and evaluation and will prepare and make a recommendation to AEPA for its consideration and approval. Those selected Respondents who are approved by AEPA will then be considered by the individual AEPA Member Agencies for contract award. It should be noted that once AEPA has approved the response, a Respondent becomes a "Vendor Partner" for AEPA.

All respondents will be notified of the outcome of the solicitation. Vendors recommended for award by AEPA states will be posted on the AEPA website.

Once the approved Respondents have been notified, it is their responsibility to contact those AEPA Member Agencies (up to 30) who had indicated an interest in participating and sending them Part E Signature Forms with the contract for each state to complete. Each AEPA Member Agency will review, evaluate, and determine which, if any, it will award contracts to. The approved Vendor Partner and the AEPA Member Agency will hold final contract negotiations, if necessary, to work out state-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.
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 Vendor Partners. The final decision as to the appropriateness of a contract for a Member Agency rests solely with that AEPA Member Agency.

II. Responsibilities of A Vendor Partner

A. As an approved AEPA Vendor Partner, the following is expected in support of the contract:

1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have a working knowledge of the contract.
2. Train and educate sales staff on what the AEPA cooperative contract promised, including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.
5. Quarterly, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, a $0 report is required.
6. Report sales and administrative fees by participating state if requested by AEPA.
7. Have ongoing communication with the Category Committee Chairperson, AEPA Member Agencies, and the Member Agencies Participating Entities.
8. Annually attend two (2) AEPA meetings: Annual meeting which is typically in April or May and the Winter Meeting which is typically the week after Thanksgiving and has historically been held in conjunction with the Association of Educational Service Agencies (AESA) annual conference. At the Annual Meeting, Vendor Partners participate in a round table meeting with each of the AEPA Member Agencies. Vendor Partners that have paid the registration fees can participate in the meetings.

9. Trade show support: Strongly encourage participation in national and local conference trade shows to promote the AEPA contracts such as, but not limited to, the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).
10. Increasing sales over the term of the contract with all participating AEPA Member Agencies.

III. Responsibilities of AEPA Member Agencies

A. In support of the Vendor Partner and respective contract, each AEPA Member Agency should provide the following support:
   1. Designate a staff member(s) that will serve as a point person for the AEPA program within that state.
   2. Provide a staff member to work collaboratively with the Vendor Partner to determine the best marketing plan for the respective Member Agency state. Marketing efforts may include but not be limited to the education and use of sales force, a website presence, electronic mailings, brochures, mailings, etc.
   3. Develop marketing materials for the Member Agency to use that would include representation of the awarded contracts. Materials may include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc. as determined by the respective Member Agency and what works best within their state.
   4. Assist the Vendor Partner to jointly market the contract to potential Participating Entities within the state.
   5. Work with the Vendor Partner to identify eligible Participating Entities within the state which may include providing a list of potential customers.
   6. Work with the Vendor Partner to identify and help manage costs associated with fulfilling this contract.
   7. Attendance at the two (2) AEPA meetings which provides for an opportunity to interact with Vendor Partners.

IV. Category Specifications

1. Scope of Bid

AEPA is seeking nationally recognized, highly qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment and labor to all participating member states (up to 30) necessary to:

a. Respond to requests from a number of different types of educational, governmental and public institutions seeking roofing and building envelope solutions.
b. These items will include but are not limited to: Providing solutions and performing the work following the specifications outlined with this IFB.
c. Types of services may include, but are not limited to:

1.1 Consult and work with individual AEPA Member Agency's educational institutions and other public entities (owners) to assess and evaluate their existing facilities envelope systems' current functional and operational conditions based on the most recent adopted federal, state and industry standards and specifications. Based on the assessment and evaluation results, assist the owner in determining the required action(s) needed and develop a complete and comprehensive program to maintain, repair, restore and/or replace those roofing systems and facility envelopes to a good and sound operational condition.

1.1.2 Assist and work with individual owners on an ongoing basis to design, develop or update existing short-term and long-term facility construction and maintenance plans to allow them

to properly manage their facility assets. To implement a comprehensive construction and maintenance program to maintain existing facilities, replace those systems that are no longer maintainable and to suggest energy-efficient, well-performing and cost-effective products and systems for new facility construction.

1.1.3 Provide and make available the necessary resources, products, and services necessary for the owner to establish and conduct a roofing and/or facility envelope project that addresses the four (4) basic ingredients of an energy-efficient, high-quality, cost-effective and functional facility envelop system.

1.1.3.1 Due diligence in assessing and developing the available options with associated costs required to bring and maintain an existing facility's envelope into good condition.

1.1.3.2 Careful planning and selecting of a replacement system when required to ensure that it is the most energy-efficient and cost-effective system that will meet or exceed the requirements of the project.

1.1.3.3 When applicable, investigate and take into consideration new technologies, existing products and materials that will add to and improve energy efficiency and decrease absorption of solar energy and the deterioration due to climatic conditions of the area.

1.1.3.4 Make available the necessary resources required to allow owners to conduct and perform ongoing inspections, have warranty work done and perform regular preventative maintenance to ensure proper care of the facility's building envelope through its stated life cycle.

1.1.3.5 When applicable provide masonry repair and/or solutions performed by the offeror or a qualified trained subcontractor in accordance with unit pricing offered.

1.1.4 Acquire the supplies, materials and services required to prepare the individual project site, to install a new building envelope, to maintain and repair an existing building envelope and tear off, remove, and install a new building envelope.

1.1.4.1 Scan existing roofs using the latest technology to determine the amount and location of wet or substandard roofing components to be removed.

1.1.5 The owners found that within the 30 AEPA states, maintenance, operations and construction departments possess different levels of resources and capabilities to deal with facility envelope projects. AEPA is seeking Offerors who have and can make available a variety of options relating to:

1.1.5.1 Offering several different high-quality and cost-effective manufacturers' products, materials, and complete systems to meet facility and climatic conditions that exist within the 30 AEPA states.

1.1.5.2 Offering a turn-key (single source) solution that includes, but is not limited to, providing all necessary design and engineering work; obtaining and delivering the required supplies, materials and equipment; and performing all of the services to prepare the site, install and complete the project's scope of work and deliver a finished product that meets or exceeds federal, state and industry standards while meeting the project's requirements.

1.1.5.3 Offering those owners who possess the necessary resources and capacity to perform their own project the needed supplies, materials, equipment, technical support and assistance to properly

install and complete the project; inspect and certify that the installed solution meets or exceeds industry standards and manufacturer's specifications and have a manufacturer's warranty issued for the completed project.

1.1.5.4 Offering a complete and comprehensive ongoing maintenance and repair program that ensures the owner that timely and regular inspections are done; and when required, warranty and/or repairs are completed to keep and maintain the facility's building envelope in good condition throughout its lifecycle. Said maintenance contract is not required to maintain the project warranty. A maintenance contract may be included as part of a bid but can in no way affect the warranty provisions of a contract. The maintenance contract must be with an entity which is certified to do warranty work on the roof system that is installed.

1.1.5.5 Offering and providing the owner's staff with the training, technical support, maintenance instructions, supplies and equipment for them to properly maintain and protect their investment throughout its lifecycle.

1.1.5.6 Offering any variation of the above noted options that will allow the owner to meet its various facility building envelope needs as they arise during the term of this contract.

1.2 The Offeror should note that AEPA Member Agencies prefer providers/contractors that can provide and perform the scope of work as indicated in items 1.1 above as a turn-key solution. However, it is also recognized that there are providers/contractors that specialize in only providing and installing one specific roofing system or protective coating identified herein. Responses can be made for any of the major roofing and/or protective coating systems requested herein, as long as the provider possesses the resources, ability and capacity to provide all necessary labor, supplies, materials, equipment and support services required to assess and evaluate current site conditions; design a solution, obtain and/or manufacture solution, deliver and install the solution; provide a manufacturer's warranty covering the solution installed; and provide ongoing maintenance and repair and support services as needed. Under the terms of this solicitation, AEPA reserves the right to accept or reject Offeror's responses that do not offer a comprehensive turn-key solution for the complete scope of work indicated above.

1.3 Participating Entity shall have the right to reject the participation of any personnel of Contractor in the performance of the services if, in relation to the work assigned to them, the Participating Entity deems such personnel to lack the skill, experience and expertise required to perform the services or if Participating Entity considers their performance to be substandard or otherwise detrimental to the proper completion of the services. The contractor will advise Participating Entity promptly of any change in the project manager or other key personnel assigned to the performance of the services.

1.4 Contractor acknowledges that the safety of the Participating Entity's students, employees, officials, and guests is of the utmost importance. Contractor will endeavor to ensure that its officers, employees, agents, representatives, and consultants will take no action that would jeopardize the safety of the Participating Entity's students, employees, officials, or guests. The Participating Entity reserves the right to require Contractor's officers, employees, agents, representatives and consultants to wear identification and always stay in designated work areas while on the Participating Entity's property. The Participating Entity shall have the right to effect the immediate removal of any person associated in any way with Contractor from Participating Entity's property for failure to wear identification, for being outside a designated work area, for fraternizing with or engaging in any improper behavior directed toward or in the vicinity of students, employees, officials, or guests of the Participating Entity or for any other good cause.

1.5 Contractor shall perform or cause to be performed with the appropriate state or federal criminal investigation entity a criminal background check of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Participating Entity of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the Participating Entity reserves the right to reject the proposed employee with a criminal background.

2. Type of Bid

AEPA requests Bidders to submit primary pricing in the form of either "catalog pricing," or "line-item pricing." This category is constructed in the form checked below. An explanation of each can be found in the table below. Additional information on permissible pricing strategies can be found in Part B – General Terms and Conditions under "Pricing."

This bid is considered a:

YES	NO	TYPE OF BID
		CATALOG: 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 Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Commercially Available Catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder. See Pricing section for detailed information on Catalog Pricing.
X		**LINE ITEM:** A line-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 Vendor Partner specially prepared and providing a quote based on the project's terms, conditions and requirements. See Pricing section for detailed information on Line-Item Pricing.

3. Anticipated AEPA Member Agency Participation

State	Participate?	Other States Member Sells In
California	Yes	AZ, NV
Colorado	Yes	
Connecticut	Yes	ME, NH, NY, RI, VT
Florida	Yes	AL
Georgia	Yes	
Illinois	No	
Indiana	No	
Iowa	Yes	
Kansas	Yes	OK
Kentucky	Yes	AL, LA, MS, NC, TN
Massachusetts	No	
Michigan	Yes	
Minnesota	Yes	SD
Missouri	Yes	AR, LA, SD
Montana	Yes	ID
Nebraska	Yes	
New Jersey	Undecided	
New Mexico	Yes	

North Carolina	Yes	
North Dakota	Yes	
Ohio	Yes	
Oregon	Yes	
Pennsylvania	Yes	DE, MD, NY
South Carolina	Yes	NC
Texas	Yes	
Virginia	Undecided	
Washington	Yes	AK, ID
West Virginia	Yes	
Wisconsin	Yes	
Wyoming	Yes	SD,UT

Please note that individual AEPA Member Agencies that have indicated that they intend to participate in any contract approved under this solicitation, does not guarantee or mean that the individual AEPA Member Agency will enter into a contract with any AEPA approved Vendor Partner. Each AEPA Member Agency will make that determination after reviewing Vendor Partner responses and AEPA's recommendation for acceptance and bid award. The AEPA Member Agency's contracting decision shall be final.

4. Anticipated Volume

Roofing & Building Envelope Services is a currently held category for AEPA. The resulting bid will be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). Sales for the 2023 year through the AEPA contract exceeded $248,000,000.00. AEPA Member Agencies estimate a considerable amount of activity in sales in the first contract term. AEPA Member Agencies anticipate that purchase volumes will increase over the course of contract years two (2) through four (4). This information is provided as an aid to Bidders in preparing responses only. It is not to be considered a guarantee of volume under this IFB. The successful Vendor Partner's discount and pricing schedule shall apply regardless of the volume of business under the contract.

5. Voluntary Pre-Bid Conference Call

AEPA will host a voluntary pre-bid conference call, 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. No pre-registration will be required. Recording of the conference call will be posted on the AEPA Website.

Voluntary Pre-Solicitation Conference Call Schedule (All IFB Categories)

Solicitations	Date	Eastern	Central	Mountain	Pacific
AEPA 025 Voluntary Pre-Bid Conference Call - All IFB Categories	Mon Aug 19 2024	12:00 PM	11:00 AM	10:00 AM	9:00 AM

Conference Call Meeting Link:
https://us02web.zoom.us/j/88621697023?pwd=AGHgswRvMyp8CAwWcckRO6xwhUs7fo.1

Meeting ID: 886 2169 7023
Passcode: TJTB5A

Dial In Information
- +1 929 436 2866 US (New York)
- +1 301 715 8592 US (Washington DC)

Meeting ID: 886 2169 7023

Passcode: 831780

6. **Glossary of Terms and Abbreviations.** Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in specifications or other contract documents, they shall mean the recognized name of the organizations responsible for the standards and regulations in the following list. Names, telephone numbers, and websites are subject to change and are believed to be accurate and up-to-date as of the date of the contract documents.

   AA: Aluminum Association, Inc. (The) (703) 358-2960 www.aluminum.org

   AAMA: American Architectural Manufacturers Association (847) 303-5664 www.aamanet.org

   ACI: American Concrete Institute (248) 848-3700 www.aci-int.org

   AEPA Member Agency: A state cooperative purchasing lead agency recognized by AEPA to represent a specified state in contracting activities associated with this solicitation

   AEPA Participating Entity (Client/Facility Owner): A public educational institution or other qualifying agency authorized to use the contracts of an AEPA Member Agency

   AGCA: Associated General Contractors of America (The) (703) 548-3118 www.agc.org

   AI: Asphalt Institute (859)822-4960 www.asphaltinstitute.org

   AIA: American Institute of Architects (The) (800) 242-3837 www.aia.org

   ANSI: American National Standards Institute (202) 293-8020 www.ansi.org

   API: American Petroleum Institute (202) 682-8000 www.api.org

   Approved: Defined as conveying authorization or action on the Contractor's submittals, applications, and/or Requests. The owner shall identify and establish within the contract documents who its designated representative is and the parameters of the individual's duties, responsibilities, and authority.

   Architectural Barriers Act: (ABA) (202) 272-0080: Accessibility Guidelines for Buildings and Facilities available from Access Board www.access-board.gov

   ARMA: Asphalt Roofing Manufacturers Association (202) 207-0917 www.asphaltroofing.org

   ASCE: American Society of Civil Engineers (800) 548-2723 www.asce.org

   ASTM: American Society for Testing and Materials International (610) 832-9585 www.astm.org

   AWCI: Association of the Wall and Ceiling Industry International (703) 534-8300 www.awci.org

   BIA: Brick Industry Association (The) (703) 620-0010 www.bia.org

   CIMA: Cellulose Insulation Manufacturers Association (888) 881-2462 www.cellulose.org

   CISCA: Ceilings and Interior Systems Construction Association (630) 584-1919 www.cisca.org

   Contracting AEPA Member Agency: An AEPA Member Agency that enters into a contract as a result of this solicitation

Contracting Participating Entity: Refer to AEPA Participating Entity (Client/Facility Owner)

Contractor: An awardee of any contract to the Prime Contractor, to do work for a Participating Entity.

Cost Proposal: Documents prepared based on the awarded Offeror's response to this solicitation, issued to a AEPA Participating Entity in response to a request to have the Contractor inspect, assess, obtain, deliver, install, renovate, replace, maintain and/or provide technical/support services relating to facilities' roofing system or envelope with all of the associated terms, conditions, specifications and costs. All pricing must be auditable.

CPSC: Consumer Product Safety Commission

CSI: Construction Specifications Institute (The) (800) 689-2900 www.csinet.org

CSPE: Chlorosulfonated Polyethylene, also known as Hypalon

Drawings and Specifications: Architect/engineer and/or other qualified persons blueprints/project drawings and project manuals laying out, describing, and specifying the project's scope of work and performance standards and requirements.

EJMA: Expansion Joint Manufacturers Association, Inc. (914) 332-0040 www.ejma.org

EPA: Environmental Protection Agency (800) 887-6063 www.epa.gov

Federal Regulations and Codes – Title 40: National emission standards for hazardous materials and asbestos abatement projects, worker protection, asbestos-containing materials in schools.

Federal Requirements: Contractor agrees, when working on any federally assisted projects with more than Twenty Thousand Dollars ($20,000) in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti- Kickback" Act, and the Equal Opportunity Employment requirements of Executive Order 11375. In such projects, the Contractor agrees to post wage rates at the work site and comply with all reporting requirements. The Contractor shall provide AEPA with a copy of any required report filed. In addition, to comply with the Copeland Act, the contractor must keep records for three (3) years and allow the federal grantor agency access to these records upon demand. All federally assisted contracts to AEPA Members that exceed Ten Thousand Dollars ($10,000) may be terminated by the federal grantee for non-compliance by the Contractor. In projects that are not federally funded, Offeror 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 upon 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.

FRSA: Florida Roofing, Sheet Metal and Air Conditioning Contractors Association, Inc. (407) 671-3772 www.floridaroof.com

FSA: Fluid Sealing Association (610) 971-4850 www.fluidsealing.com

Furnish: Supply and deliver to project site, ready for unloading, unpacking, assembly, installation, and similar operations.

GA: Gypsum Association (202) 289-5440 www.gypsum.org

GS: Green Seal (202) 872-6400 www.greenseal.org

GSI: Geosynthetic Institute (formerly GRI) (610) 522-8440 www.geosynthetic-institute.org

HEPA: High-efficiency particulate air

HPVA: Hardwood, Plywood and Veneer Association (703) 435-2900 www.hpva.org

HVAC System: Heating, ventilation, and air conditioning

ICRI: International Concrete Repair Institute, Inc. (847) 827-0830 www.icri.org

Individual Project Contract Documents: Should consist of the construction contract, conditions of the contract, drawings (if required) and specifications defining the scope of work, product specifications, delivery timelines, proposal pricing per the contract documents, etc. These should be issued prior to signing the construction contract and/or prior to issuing a purchase order.

Install: Operations at project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, and protecting, cleaning, and similar operations.

International Conference of Building Officials Uniform Building Code: A set of guidelines, standards and best practices relating to the various trades involved in building construction.

ISO: International Organization for Standardization www.iso.ch Available from ANSI (202) 293-8020 www.ansi.org

ISO 9000/9001: International Standards Organization Quality Standards

Manufacturer's Representative: Dealers, distributors or installers submitting a response to this solicitation for products requested herein or as a manufacturer's representative must include with their response documented evidence from and between them and the product's/system's manufacturer certifying that the Offeror is a bona fide manufacturer's agent for the specific products and services proposed; the Offeror is qualified and experienced to assess existing conditions, develop and submit manufacturer acceptable solutions for the product lines offered; the product/system manufacturer will agree and commit to support, review and issue their guarantee on the work performed and products provided; and the Offeror has a good track record with their product. Should the Offeror fail to satisfactorily fulfill any obligations established as a result of completing a project using their products/systems under contract as a result of this solicitation, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide representatives for the balance of the obligations.

Material Costs: Costs for materials, including taxes, delivery, handling, storage, and waste.

MHIA: Material Handling Industry of America (800) 345-1815 www.mhia.org

MTVR: Moisture Vapor Transmission Rate

NAAMM: National Association of Architectural Metal Manufacturers (312) 332-0405 www.naamm.org

NACE: National Association of Corrosion Engineers International) (281) 228-6200 www.nace.org

NAIMA: North American Insulation Manufacturers Association (703) 684-0084,

NBFU: National Board of Fire Underwriters

NCMA: National Concrete Masonry Association (703) 713-1900 w ww.ncma.org\

NRCA: National Roofing Contractors Association (800) 323-9545 www.nrca.net

NFPA: National Fire Protection Association (800) 344-3555

NLGA: National Lumber Grades Authority (604) 524-2393

NSSGA: National Stone, Sand & Gravel Association (800) 342-1415 www.nsf.org

NTRMA: National Tile Roofing Manufacturers Association (Now TRI)

Offeror's Price List: For the purpose of this solicitation, the Offeror's price lists shall consist of the cost evaluation submittal form and the manufacturer's/distributor's published price lists that clearly state and identify all products and services offered with the Offeror's discount to be applied to each to determine the AEPA price, and, because the scope of works covered by this solicitation may require site preparation or other non-roofing construction related products and services to be provided as part of completing the proposed project, the AEPA Members have selected "R.S. Means," a nationally accepted costing method, to be used to determine the cost of those items not covered by the established published price list and/or the alternative method of costing.

Owner's Representative: An individual identified by the client/owner as contact person for the individual project. The owner's representative has authority to make decisions and to authorize any actions as defined for the project.

PDI: Plumbing & Drainage Institute (800) 589-8956 www.pdionline.org Offeror/Contractor: Individual or entity submitting a response to this solicitation and awarded a contract to provide goods and services to AEPA Members and their clients based on the specifications and requirements of this solicitation.

Performance Specification: Specifies the subsequent performance of completed construction work rather than prescribing how the work shall be constructed and installed.

Vendor Partner (Contractor): Any firm, business and/or individual(s) who submits a response to this IFB and is awarded a contract. The Contractor will be considered a prime contractor to AEPA, and AEPA will not enter into any agreements with a subcontractor. Any Contractor paid directly by AEPA Participating Entity is a prime contractor. Any subcontractor performing under this IFB is contracted and paid by the prime contractor. Prime contractors using subcontractors must be willing, able, and capable of obtaining, supervising and being responsible for any subcontractors required to perform and/or provide products and services offered herein.

Project Site: Space available for performing construction activities. The extent of the project site is shown on drawings and may or may not be identical with the description of the land on which project is to be completed.

Qualifications: Includes any and all skills, knowledge, capacities, capabilities, experience, financial stability, available human and physical resources, historical background, past and present performance, properly licensed to perform and provide products within the 30 AEPA member states, and the proposed products/services meet or exceed specifications specified herein and proposed pricing complies with state and local requirements. The evaluation of a respondent's qualifications shall be done in accordance with the criteria set forth herein, and the most recent edition of any relevant regulation, standard,

document, or code that shall be in effect. Where conflict among the requirements or with these specifications exists, the most stringent requirement shall be utilized.

Regulations: Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the work.
SDI: Steel Deck Institute (847) 458-4647 www.sdi.org

Shop Drawings: Drawings made for production purposes by persons other than a designer. SMACNA: Sheet Metal and Air Conditioning Contractors National Association

Specifications: Written descriptions of work, materials, or equipment that complements the construction drawings.

SPFA: Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) (800) 523-6154 www.sprayfoam.org SPRI: Single Ply Roofing Industry (781) 647-7026 www.spri.org

State Wage Rates: Some of the AEPA member's states have and require the Contractors pay prevailing wage rates as required by their respective state labor statutes. It is the Offeror's responsibility to be acquainted with those state's Department of Labor rules, regulations, procedures and requirements relating to state wage rates, and to comply with state and federal regulations regarding payment of wages on public projects. The prime contractor and any subcontractors shall pay all tradesmen and laborers employed on the site of the project, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

Subassembly: A prefabricated ceiling, roof, roofing system or similar combination of roofing components.

SWA: Structural Welding Code

SWRI: Sealant, Waterproofing, & Restoration Institute (816) 472-7974 www.swrionline.org

TRI: Tile Roofing Institute (Formerly: RTI - Roof Tile Institute) (312) 670-4177 www.tileroofing.org

UBC: Uniform Building Codes

UL: Underwriters Laboratories Inc. (877) 854-3577 www.ul.com

Unit Cost: An average cost per unit calculated by dividing total costs of the item by the measured quantity of units. Unit costs may include material costs, labor costs, plant and equipment costs, overhead costs, job and operating costs and profit. The content of the unit costs must be made clear. An item may have separate unit costs for materials and labor.

Unit Price: Similar to a unit cost, but usually consisting of all direct costs and some or all indirect costs.

USGBC: U.S. Green Building Council (202) 828-7422 www.usgbc.org

Value Engineering: Comparison and economic evaluation of alternate construction methods for a given project.

Waste Construction Material: That is extra to the actual net quantity required by the work, but that is nevertheless required by or used in performing the work or is somehow lost as a result of doing the work, and therefore contributes to the material cost.

7. Special Terms and Conditions

BID BOND: A bid bond is required to be submitted in the amount of $25,000.00. It will be returned within 10 days of the award to vendors not receiving the award. See I. D. above for instructions on how to supply a Bid Bond.

7.1 By responding to this solicitation, the Offeror agrees to and will be solely responsible for doing the research to ascertain that its solutions offered and provided meet or exceed all federal, state, local and industry regulations, rules, standards and/or requirements.

7.2 Applicability of industry standards: unless the individual project contract documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the project's contract documents to the extent referenced. Such standards are made a part of this bid by reference provided under the definitions above.

7.2.1 Publication Dates: Comply with standards in effect as of date of the individual project's contract documents unless otherwise indicated.

7.2.2 The Contractor and any subcontractors engaged in a construction project covered by this bid must be familiar with industry standards applicable to the construction activity being performed. Copies of applicable standards are not provided as part of this solicitation and, when copies of standards are needed to perform a required construction activity, they may be directly obtained from the governing agency, organization or publication source as identified herein.

7.3 Where abbreviations and acronyms for standards and regulations are used in this bid or within individual project's specifications or other contract documents, they shall indicate the recognized name of the organizations/agencies responsible for the standards and regulations and the full names, telephone numbers and websites.

7.4 The successful Offeror must abide by and ensure that any subcontractor abides by all applicable federal, state, and local laws, codes, and ordinances governing any area(s) in which any products and/or services covered by this solicitation are rendered and must have all required permits, licenses, agreements, tariffs, bonding and insurance required by same. No claims for additional payment will be approved for changes required to comply with any such requirements once a project contract is executed.

7.5 The successful Offeror must provide AEPA Members and their clients the benefit of all general price reductions extended to its other customers at any time during the original term of this contract or any extension thereof. Likewise, the Contractor may during the annual contract renewal process, submit to AEPA any additional products, technologies or services that may become available, fall under, and are covered by this solicitation's scope of work and relate to the contracted award. The R.S. Means costs shall be adjusted when the new updates (adjusted on a quarterly basis) become available, or R.S. Means issues an update based on current market conditions. See below section 13. Pricing a. ii. through iv. AEPA will allow the Contractor to request a price adjustment only if it can be demonstrated and documented that on a national basis the natural resources (raw materials) utilized or labor market have experienced a significant cost increase since the contract was awarded or the last contract renewal was approved. Such events will be industry wide and cause all related product prices to be affected.

All price adjustment requests must be in writing and submitted to the oversight committee chairman who has been designated by AEPA for that solicitation/category. The oversight committee will perform the due diligence required, make a recommendation, and submit it to the AEPA board of directors for their approval/disapproval. If approved, the Contractor will provide each AEPA Member Agency with revised price lists with which they will assist the Contractor in notifying its clients. In the event of a decrease in the prevailing contract price, the oversight committee may approve the change and it will become effective immediately upon notification.

7.6 If the Offeror intends to utilize independent agents/distributors, subcontractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the Offeror must ensure that prices from these parties are in accordance with the terms, conditions and pricing schedules submitted and approved by AEPA. Installers should have at least (10) ten years of experience. Installation of the roofing systems should be by an installer that is trained and certified by the roofing manufacturer for the type of system and the warranty required.

7.7 If additional and optional products and services are proposed, they must be clearly identified and must include detailed descriptions, and specifications with their associated costs.

7.8 New products and services must only be offered and made available under this solicitation when they have been extensively tested and proven to be reliable, commercially available and suitable and appropriate for use on, within, and around educational facilities and other public facilities.

7.9 The Offeror must have the resources necessary to offer and deliver suitable and comprehensive training and maintenance support programs to assist and allow AEPA Members' clients within the 30 AEPA states to properly and successfully inspect, monitor, maintain and manage their roofing and/or envelope systems throughout its stated life cycle. The programs offered must be appropriate for the client's staff that will be responsible for overseeing work being performed and monitoring the roofing and envelope systems' conditions on an ongoing basis. The Offeror must provide documentation that proves these resources and programs do exist and have been successfully delivered on a national basis. If there are associated costs, terms, and conditions and stipulations relating to these programs offered, they must be clearly identified and stated within the Offeror's response.

7.10 In its' response, the Offeror must demonstrate and present information to communicate its ability to adhere to, utilize and ensure the following:

7.10.1 For any state who is awarded a contract related to this IFB, the Contractor must hold and maintain a current and valid contractor's/trade license(s), as required, that allows the Contractor to supervise others, to construct, alter, repair, add to, subtract from, improve, move, wreck, or demolish any roofing/building envelope system and/or related structures covered by this solicitation and found within those states that have such requirements.

7.10.2 The Contractor will ensure that all individuals, firms or subcontractors being used to perform or supervise work performed and materials and equipment installed under this contract are highly qualified, experienced and hold all current contractor's/trade license(s), as may be required by those individual AEPA states. All subcontractors to be used for each individual project performed under this contract must be clearly identified and a list submitted with the name, address, trade or type of work, contractor's/trade license number, if applicable, and their federal ID number.

7.10.3 Upon request by an AEPA Participating Entity, the Contractor shall schedule a meeting with the owner to ascertain and develop a comprehensive and complete understanding of the scope of work being requested by the owner. The Contractor shall conduct and perform a site

investigation to learn existing site conditions in order to provide additional products and/or services necessary to properly complete the project in accordance with the project's contract documents.

7.10.4 Any contract awarded as a result of this IFB between an individual owner and the Contractor shall include of a detailed scope of work (a description of the work to be performed and the products to be provided by the Contractor) and will include all specifications, drawings, Contractor's cost proposal and other project related documents. All applicable industry standards, manufacturer's instructions and requirements, technical specifications and general conditions, federal, state and local codes around which the contract is made shall be included, as if they were physically part of the contract documents.

7.10.5 A schedule for performance of work that can be met without planned overtime is the responsibility of the Contractor, unless otherwise requested by the owner.

7.10.6 Terms for what constitutes project completion and acceptance by the owner and taking title to work finished must be clearly identified, described, and agreed upon and made a part of any contract. If any part of the construction requires the owner to assume control before the completion, this needs to be defined with all the agreed-to terms, conditions, and stipulations. Both parties must agree on the definition of what constitutes total acceptance of the project, and it must be accomplished before final payment is made to the Contractor. Upon completion of the project, the worksite will be left in a condition equal to or better than before the project.

7.10.7 Upon completion of work related to any contract awarded as a result of this solicitation, the Contractor will present the owner with all documents necessary to close out the project, including, but not limited to, instructions/procedures on conducting regular inspections and performing preventative maintenance, complete sets of "as built" project drawings if applicable, and executed manufacturer's warranty documents for the roofing or envelope coating system installed.

7.10.8 Up to and beyond the normal manufacturer's warranty, the prime contractor must warrant the work performed, and materials and related fixtures involved with the installation for a period of not less than two (2) years from date of acceptance against defects and poor workmanship. Even if final payment is made, if the owner discovers an unfinished and/or improperly installed component, defect or poor workmanship that should have been identified and noted during the final inspection, the Contractor will complete the work in a timely fashion at no additional cost to the owner.

7.10.9 The Contractor/manufacturer may offer extended warranties or maintenance agreements at an additional cost to the owners. The maintenance contract must be offered as a separate line item.

7.10.10 The Offeror must provide written response specifications. By responding to the "Indefinite Quantity Unit Price Schedule", you are agreeing to the specifications as written for each item to which you provide a price. If the specification asks for some supporting document, describe where it can be found in your submission. If you meet the specification in an alternative fashion, describe how your solution is equal or better. If a procedure is involved, write "agreed" or describe the procedure you will follow that will result in the ability to accomplish the work in an equal or superior fashion. You must respond to all items, either by pricing or by reference. If you will not or are not able to accomplish a given specification, indicate a NO BID for that specification. Only items priced can be invoiced to an agency member.

7.11 If the Offeror submitting a response to this solicitation to provide roofing systems, envelope protective coatings and other related products and services is not a manufacturer, then the

Offeror must provide written documentation between it and the manufacturer indicating that the product manufacturer(s), for the purpose of this solicitation, is aware of the Offeror's intent to offer the manufacturer's product line(s) and both parties are jointly committed to and are aware of the terms, conditions and stipulations in this IFB. The manufacturer acknowledges and agrees to and will stand behind the Offeror's/Contractor's performance under this IFB. The failure of nonmanufacturers to submit enough documentation to meet this requirement can result in a non-responsive bid.

7.12 Retainage and progress payments: NOTE: Different AEPA states have their own statutes, rules and/or regulations that govern the way in which retainage and progress payments are handled and, therefore, the prime contractor must make themselves aware of and comply with all such rules, regulations and laws. If such laws are not in place that differ from these below, those rules and statutes will be read as if included.

7.12.1 Ten percent (10%) of all contract payments shall be retained by the project's owner as insurance of proper performance of the prime contractor. Prime contractor agrees to identify the amount to be retained on project invoices for each progress payment.

7.12.2 When fifty percent (50%) of the work for any contract related to this solicitation is completed, one half of the amount retained shall be paid to the prime contractor if the prime contractor requests payment and if the owner is satisfied with the progress of the work.

7.12.3 After the work is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payment shall be retained, unless the owner of the project makes a written determination indicating and justifying satisfactory progress has not being made, at which point the ten percent (10%) retention shall be reinstated.

7.12.4 If the project owner and the prime contractor agree to a substitute security, the agreement must be in full compliance with state law. If a substitute security is agreed to, the prime contractor must provide the owner with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against AEPA, the member, or the prime contractor in relationship to the security assigned.

7.13 Progress payments may be made by the client/owner to the prime contractor based on a duly certified and approved estimate of work performed during the preceding agreed to period. The prime contractor must agree to pay any subcontractors or material suppliers within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties. The prime contractor agrees to follow all the relevant rules for progress payments; any interest due a subcontractor or material supplier will be paid by the prime contractor as authorized by law. A prime contractor may elect to invoice the entire work upon completion and pay subcontractors in a timely fashion as agreed between the subcontractors and the prime contractor.

7.13.1 The prime contractor, as part of its project's cost proposal, will provide a detailed schedule of values that breaks out by line item the products being provided and the services being performed with their associated costs.

7.13.2 Based on the project's timetable for completion, the prime contractor and project's owner will agree upon a schedule of progress payments based on identifiable milestones.

7.14 Performance Bonding requirements: Each of the AEPA member states have their own bonding requirements. Bonding should be in an amount equal to one hundred (100) percent of the price specified in the contract above the threshold or as required by law and at the discretion of the

AEPA Member Agency or Participating Entity. It is the Offeror's responsibility to be acquainted with each state's rules, regulations, procedures and requirements relating to payment and performance bonds, and to comply with each state's requirements.

7.15 Contract Between AEPA Participating Entity and the Offeror: In any contract between the Offeror and an AEPA Participating Entity for roofing and protective coating products, systems and/or services covered by this solicitation, the Order of Precedence in Part B will apply. A contract between the Offeror and the Participating Entity for any construction services shall contain all elements of an industry standard agreement. If applicable, the following items may need to be addressed:

a. Work to be performed by the Participating Entity must be clearly described and the Offeror's standards and criteria for acceptance stated.

b. The condition of the site prior to start of work by the Offeror will be established and agreed upon prior to contract execution.

c. The party responsible for obtaining, providing, and paying for temporary utility services, such as power, water, and other related items, must be identified and agreed upon by all parties prior to contract execution.

d. The space and/or facilities directly under, above, in, near or involved as part of the client's/owner's project that may be impacted by the work. The contractor, prior to the start of any work, shall communicate and advise the project owner's or other property owner's representative of any hazardous conditions, possible interruptions and/or interference with their associated implications that may occur during their day-to-day operations, and to allow the facility owner's/other property owner's representative to understand, address, voice any concerns, resolve any issues and provide written acknowledgement and approval of such conditions and/or interruptions as they may exist or occur.

e. Access to the construction space will be limited to the way agreed upon by the parties.

f. When loading, unloading, or operating equipment near an unprotected owner used area, the Contractor will keep an employee as a guard to prevent students and adults from entering.

g. Change orders are to be avoided, if possible since they often indicate poor planning.

h. A mutually agreed upon system for establishing, communicating, and approving changes must be identified and agreed to, including changes in scope and changes in compensation for the Contractor. Because of cost, safety and scheduling considerations, the ability to make field change orders will be permitted, and mutually agreed upon paperwork to document these changes, must be allowed. A change order that increases the contract amount in excess of Five Thousand Dollars ($5,000) or five percent (5%) of the contract amount, whichever is greater, must be approved, in writing, by the Participating Entity All change orders must be supported by a line item proposal or RS Means and must be furnished to the client prior to the execution of the work under the change order.

7.16 Contract Between Owner, Buyer, and Contractor: An AEPA Member Agency may require an agreement between the AEPA Participating Entity (Buyer) and the Contractor for the procurement of goods and services in the construction and professional services areas. Such

agreement shall be signed by all parties and is utilized to communicate each party's role, duties, and responsibilities and the terms, conditions, specifications and timelines which will govern the individual project, and ascertain that the project is being conducted and performed in accordance of this IFB.

8. General Requirements

8.1 All roof systems must meet the regulatory requirements of the Uniform Building Code, all applicable state, and local codes for public buildings, including, but not limited to, UL 790, Class A, and FM Class I, I-90 Fastening Standards. The prime contractor awarded a contract will comply with the latest, most stringent industry standard construction details published by the National Roofing Contractors Association's "The NRCA Roofing and Waterproofing Manual," All roof systems must meet the regulatory requirements of the Uniform Building Code, all applicable state and local codes for public buildings, including, but not limited to, UL 790, Class A, and FM Class I, I-90 Fastening Standards. The prime contractor awarded a contract will comply with the latest, most stringent industry-standard construction details published by the National Roofing Contractors Association's "The NRCA Roofing Manual: Metal Panel and SPF Roof Systems—2024; The NRCA Roofing Manual: Membrane Roof Systems—2023; The NRCA Roofing Manual: Architectural Metal Flashing and Condensation and Air Leakage Control—2022; and The NRCA Roofing Manual: Steep-slope Roof Systems—2021.The NRCA Waterproofing Manual. NRCA, 10255 W. Higgins road, Suite 600, Rosemont, IL 60018.Any deviations, such as the use of proprietary designs of the prime contractor or special construction for regional climatic conditions, must be identified in this solicitation and must be the prime contractor's best and most stringent assemblies. Except for roofs placed on temporary buildings, all designs related to this IFB shall be for systems with a life of 20 or more years. If the manufacturer will not warranty the design for 20 or more years, the design will not be placed on contract. The exception for this is a roof specifically designed for a 5-7-year period. The purpose for allowing a "Limited Facility Life Solution" is in the event a building is scheduled for demolition, repurposing, or sale. The Vendor must indicate and reference this as a short term, limited life roofing system in the line item. Also, the Vendor must specifically define the warranty period as a line item or condition of this type of roof application. The overall goal and intent of this IFB effort is to furnish and install and repair the full envelope of Roofing Related Services as indicated on the specific and individual customer project drawings and to include as described herein. The specifications herein are a general guide and minimum requirement to the scope of the type of projects desired by AEPA Member Agencies and their clients/owners. Individual specifications may require additional and expanded services and construction to meet individual needs. The awarded vendor must anticipate those expanded services and allow for those services and materials to be a part of the bid response. The intent of this bid is to award a contract to provide for the construction to meet the current and future needs of the clients/owners of AEPA Member Agencies. The contracted services are to meet or exceed all industry standards and requirements as defined, established, and set forth by accepted industry standards. The service and distribution area are to have the potential to serve the total geographic area of all 30 AEPA states as defined. Consideration will be given in the award based on the completion and degree of information provided regarding available services and advantages, as well as applicable parts of the Vendor Information and questionnaire. An opportunity to submit value added and expanded services as it applies to this IFB will be given positive consideration in the award selection. Consideration will be given regarding technological advances to provide services beyond today's standard methods. The opportunity to indicate value added dimensions and technological advancement will be available in Part F

8.2 Over time, research and development by roofing manufacturers and roofing consultants' feedback on the performance of the various roofing systems found within the public

marketplace have stated that over fifty percent of post-construction problems in buildings can be attributed to roofing systems. It is often said that a building is as good as its roof. The heat and assault of the sun in much of the United States doom many roofs to early failure; in northern states, snow and cold weather can be just as damaging. Thousands of years of construction history have not resulted in a perfect roof; weather and time seem to doom roofs and, therefore, AEPA is seeking high- performing and well-tested roofing systems (products and materials) that have a proven track record for withstanding the above-noted conditions that can doom a roofing system to early failure. Due to the above research and the past experience of AEPA Member Agencies and their Participating Entities in dealing with roofing systems, they have determined that it is critical and essential to any contracts approved and awarded by its members under this IFB that the roofing systems', products' and materials' manufacturer(s) be willing and able to acknowledge, commit to and support the design of; product and material manufacturing and delivery; installation; final inspection of the solution provided; issuance of warranties and the maintaining of the roofing system throughout its stated lifecycle. It is also a known fact that when the manufacturer has such involvement, it ensures and results in AEPA Member Agencies and their Participating Entities receiving the most cost-effective pricing of the products and services, and the quality control and accountability of the end product meeting and exceeding the expectations and the needs of the clients is greater. The manufacturer ensures that the local roofing contractor/installer is highly qualified, factory trained and certified and has a proven track record with the products, materials and systems being installed.

8.3 Except for roofs placed on temporary buildings, all designs in this IFB shall be for systems with a life of 20 or more years. If the manufacturer will not warranty the design for 20 or more years, the design will not be placed on contract. Since most Participating Entities have the right to issue its own bid for roofing repair or restoration, AEPA is only interested in providing quality systems with a documented life cycle cost benefit when compared to standard low-cost roofing systems acquired through the traditional public bidding process. Local manufacturer's/ Offeror's representatives, distributors and installers/subcontractors are encouraged to assist and support the Offeror's/Prime contractor's efforts to provide well-designed and high-quality solutions that will result in the very best roofing asset at competitive prices.

8.4 Due to the cooperative purchasing aspect of this solicitation and the potential number of individual roofing projects that may occur at one time within the various AEPA states, AEPA has also determined that it must ascertain and ensure that the prime contractor does possess and can demonstrate its qualifications, background, experience, past and current performance track record, available resources and capacity to execute and carry out contracts with those AEPA Member State Agencies and their clients who desire to engage them to provide roofing and protective coating systems to their clients. To accomplish this task, AEPA is requiring the Offeror responding to this solicitation to complete the Offeror's Qualifications Form and submit the necessary background information and documentation to substantiate their responses. Offerors who fail to provide the information required on the Contractor's Qualifications Form or has failed to perform/complete past projects or is in default of warranty work or have been found guilty of violating state and/or local construction/labor codes, as judged by previous clients or AEPA, AEPA reserves the right to consider or not consider the Offeror's response as being responsive based on its own investigation and findings.

8.5 **Asbestos Removal**

8.5.1 Some of the roofing projects covered by this solicitation may require asbestos abatement as part of the scope of work. The facility owner may acquire removal and disposal services directly from non-AEPA contractors or may request and require the AEPA prime contractor to

include these abatement services as part of their proposed solution. The Offeror/Contractor must be willing and able to meet and comply with this type of request.

8.5.1.1 On multi-employer worksites or worksites that have close proximity of property owners, the prime contractor shall inform other employers/owners of the nature of the work with asbestos and/or PACM (Presumed Asbestos Containing Material), of the existence of and requirements pertaining to regulated areas, and the measures taken to ensure that employees/individuals of such other employers/owners are not exposed to asbestos.

8.5.1.2 All Class I, II and III asbestos work shall be conducted within regulated areas. All other operations shall be conducted within a regulated area where airborne concentrations of asbestos exceed, or there is a reasonable possibility they may exceed, a Permissible Exposure Limit (PEL).

8.5.1.3 The regulated area shall be demarcated in any manner that minimizes the number of persons within the area and protects persons outside the area from exposure to airborne asbestos. Where critical barriers or negative pressure enclosures are used, they may demarcate the regulated area. Signs shall be provided and displayed following EPA, OSHA, and state specific regulations.

8.5.1.4 All persons entering a regulated area where employees are required to wear respirators shall be supplied with a respirator. The prime contractor shall ensure that employees do not eat, drink, smoke, chew tobacco, candy, cough drops or gum, or apply cosmetics in the regulated area.

8.5.1.5 The prime contractor shall ensure that a "competent person" conducts an exposure assessment immediately before or at the initiation of the operation to ascertain expected exposures during that operation or workplace.

8.5.1.6 The prime contractor shall conduct daily monitoring that is representative of the exposure of each Class I or II work, unless a negative exposure assessment has been made for the entire operation. Periodic monitoring of all work where exposures are expected to exceed a PEL, at intervals enough to document the validity of the exposure prediction, shall be made.

8.5.1.7 The prime contractor shall use OSHA acceptable engineering controls and work practices in all operations for asbestos removal, regardless of the levels of exposure.

8.5.1.8 For removing roofing material containing ACM, the prime contractor shall ensure the material is removed in an intact state to the extent feasible. Wet methods shall be used to remove roofing materials that are not intact, or that will be rendered not intact during removal, unless such wet methods are not feasible or will create safety hazards. Cutting machines shall be continuously misted during use, unless a competent person determines that misting substantially decreases worker safety.

8.5.1.9 When removing built-up roofs with asbestos-containing roofing felts and an aggregate surface using a power roof cutter, all dust resulting from the cutting operation shall be collected by a HEPA dust collector or shall be HEPA vacuumed by vacuuming along the cut line. When removing built-up roofs with asbestos-containing roofing felts and a smooth surface using a power roof cutter, the dust resulting from the cutting operation shall be collected either by a HEPA dust collector or HEPA vacuuming along the cut line, or by gently sweeping and then carefully and completely wiping up the still-wet dust and debris left along the cut line.

8.5.1.10 Asbestos-containing material that has been removed from a roof shall not be dropped or thrown to the ground. Unless the material is carried or passed to the ground by hand, it shall be lowered to the ground via covered, dust-tight chute, crane or hoist. Any ACM that is not intact shall be lowered to the ground as soon as is practical, but in any event no later than the end of the work shift. While the material remains on the roof, it shall be kept wet, placed in an impermeable waste bag, or wrapped in plastic sheeting. Intact ACM shall be lowered to the ground as soon as is practical, but in any event no later than the end of the work shift.

8.5.1.11 Upon being lowered, unwrapped material shall be transferred to a closed receptacle in such manner to preclude the dispersion of dust. Roof level heating and ventilation air intake sources shall be isolated, or the ventilation system shall be shut down.

8.5.1.12 All asbestos-containing debris shall be removed from the work site and disposed of in a manner acceptable to all federal, state, and local regulatory requirements.

8.5.2 The Contractor will comply with all mandatory OSHA rules and regulations as listed and described in 29 CFR 1926.1101(Z).

8.5.3 The Contractor will ensure that all individual state and local permits are acquired and required documentation is prepared and submitted in a timely manner.

8.5.4 As part of the project's close-out documents, the Contractor will include the asbestos abatement final certification with the appropriate backup documentation.

8.6 The prime contractor must be especially committed to requiring all safety precautions be taken at every job site.

8.7 Quality Control Issues

8.7.1 For audit purposes, a copy of any contract(s)/agreement(s) between the Public agency and the prime contractor must be kept on file in the agency issuing the original P.O. It is the responsibility of the prime contractor to supply a signed copy of all contract(s)/ agreement(s) in a timely fashion.

8.7.2 During work, the AEPA Member Agency and/or its Participating Entity may secure samples according to ASTM D140-88 of materials being used from containers/cartons at the job site and submit them to an independent laboratory for comparison to specified material.

8.7.2.1 Should test results prove that a material is not functionally equal to specified material, the prime contractor shall pay for all testing, and roofing materials/components installed and found not to comply with the specifications shall be removed and replaced at no change to the facility owner/client.

8.7.2.2 Should test results prove that materials tested were functionally equal to specified material, the prime contractor shall be notified of the results and costs associated to do the testing shall be paid by the facility owner/client.

8.7.3 Upon completion of a roof renovation/replacement, the prime contractor shall have the manufacturer's representative/inspector perform and issue an inspection report indicating the solution has been installed in accordance with and meeting all the manufacturer's installation specifications and warranty requirements. Upon the roofing manufacturer acceptance of the job, they shall issue the mandatory two (2) year warranty and a twenty

(20) year manufacturer's warranty to the facility owner/client in accordance with the terms and conditions of this solicitation and the project's contract. Once the project's close process has been completed, final payment will be made. The prime contractor shall, during the first, second and seventh year of this warranty, conduct an inspection of the installed solution, prepare and submit a written report of the installed solution's current condition and any concerns, warranty work and/or preventative maintenance that must be completed in order to keep the solution in good condition.

8.8 **Special OSHA Requirements**

8.8.1 The Contractor will use a fall protection program as described by OSHA. A copy of the plan to be used will be included with the Offeror's response.

8.8.2 The awarded Contractor will provide for each worksite a site specific safety plan. The safety plan and documents are to be in compliance with 29 CFR 1926.502(k)(M)'s requirement that: "Employers engaged in leading edge work... who can demonstrate that it is infeasible or creates a greater hazard to use conventional fall protection systems must develop and follow a fall protection plan....The sample plan can be modified to be used for other work involving leading edge work." . .

8.8.3 The Contractor shall be responsible for the development of a fire protection program to be followed throughout all phases of the construction, and shall provide for firefighting equipment, as necessary. Access to all available firefighting equipment shall always be maintained and shall be conspicuously located. All firefighting equipment shall be periodically inspected and maintained in operating condition. Defective equipment shall be immediately replaced.

8.8.4 All waste materials will be handled in compliance with OSHA 29 CFR 1926.252.

9. General Specifications

9.1 The Offeror/Contractor must provide all labor, materials, equipment and, if required, design services, project site inspection, preparation and services relating to obtaining, manufacturing, delivering and installing the various roofing and protective coating products, systems and services proposed in response to this solicitation. These services may be provided by the Offeror's own crews and staff or by subcontractors contracted and supervised by the Offeror. It should be noted that the level of the Offeror's involvement will depend on the individual project specifications and the owner's requirements.

9.2 The Contractor is responsible for ensuring that the proposed project's design and construction drawings and manual clearly indicate, identify and communicate the products, services and testing that must be provided to deal with existing site conditions, utilities lines, HVAC units and distribution systems, surrounding buildings and site access requirements.

9.3 The Contractor is responsible for being aware of, knowing and understanding all the individual AEPA state and local governing agency's codes, regulations and requirements dealing with public works construction projects.

9.4 If the Contractor is only providing the roofing/protective coating products/systems and the facility's owner/client is utilizing its own crews to install the products/systems, the Contractor must provide the owner with installation instructions, guidelines, requirements and recommendations for the site preparation and installation of the provided solution including onsite training at no cost to the member. However, it should be noted that AEPA and its Members are seeking and prefer Contractors who can provide a turn-key solution.

9.5 If any part of the design or construction work is to be performed by the owner's own crews or architect and/or a third party Contractor not associated with the Offeror/Contractor, the Contractor, prior to taking possession of the project site or proceeding with its work, must provide the owner with a signed affidavit stating that it has inspected and has accepted the current site conditions and work completed as meeting and/or exceeding its and the manufacturer, industry and governmental standards and requirements. If work is not acceptable, the Offeror must notify the owner immediately in writing, stating what is not acceptable and on what this determination was made.

9.6 **R.S. Means Quotations/Proposals:** When providing R.S. Means costs as part of a project's proposal, the following items apply:

1. Contractor must use the most current online edition and standard cost data. Only the following cost data titles will be accepted:

   a. Repair and Remodeling Cost Data
   b. Building Construction Cost Data
   c. Facility Construction Cost Data

2. All work proposed under R.S. Means must use R.S. Means format, even if subcontractors are used. Subcontractor's invoices must tie to the R.S. Means spreadsheet.

3. An R.S. Means spreadsheet must be submitted to substantiate the quote given to the AEPA Participating Entity. The spreadsheet columns must reveal the full R.S. Means number and description. This also applies to any change orders.

4. Pricing must be done by Location Codes. National Average will not be allowed. In order to choose the "closest" location code, the first three (3) numbers of the zip code will be used to determine the city location index in each state.

5. The AEPA contract holder factor, AEPA discount, bonding cost, and sales taxes if applicable, must be shown as separate line items at the bottom of the R.S. Means spreadsheet. This information can be shown on a separate summary sheet. The summary sheet must start with the R.S. Means spreadsheet total and show the detail for each of the items stated above. This detail will be provided to each AEPA State Agency and AEPA Customer.

5. All change orders which list items covered by R.S. Means must be supported by an R.S. Means spreadsheet with the level of detail that meets the requirements of the AEPA Member Agency.

10. Roofing Specific Specifications

The following specifications are meant to be general guidelines for bidding purposes, and represent **"minimum standards"** for roofing materials, installation, maintenance, and labor. Where specific "brand names" or specific "manufacturer codes" are specified, bidders are free to consider and submit "or equal" substitutions.

1. Water Resistant Roofing

2. Pressure cleaning, Vertical walls

2.1 Prior to initiating the pressure washing process, it is essential to gather all of the required equipment and take necessary measures to protect surrounding areas from any potential damage.

2.2 A pressure wash wall with at least 2000 PSI to effectively clean brick, or concrete walls. Nozzle Tip: To prevent damage to brick-and-mortar surfaces, utilize a 25–40-degree nozzle. Rinse surface with clean water after cleaning to remove residue.

2.3 Use only clean, fresh water to remove oil, dirt, grease, chalk, and other debris. To maximize results when pressure washing walls, select a cleaning product specially tailored to this task.

2.4 To protect nearby plants or bushes from being affected by cleaning solutions, cover them using plastic sheeting or tarps. Protect Outdoor Furniture near or against walls, shall be moved or cover them with a tarp to avoid accidental contact with them. Vehicles adjacent to the work area will be moved and the work area cordoned off. Site preparation will be at no additional cost to the Participating Entity.

2.5 All high-pressure units must be operated in accordance with OSHA safety standards. To prevent injuries from occurring, always wear eye protection, gloves, and non-slip shoes for optimal protection.

3. Pressure cleaning, horizontal surfaces

3.1 For pressure cleaning roof surfaces, use power washer unit at pressures of 2,000-5,000 psi with flow rates of 4 to 14 gallons per minute.

3.2 Use only clean, fresh water to remove oil, dirt, grease, chalk, and other debris.

3.3 All high-pressure units must be operated in accordance with OSHA safety standards.

3.4 Rinse surface with clean water after cleaning to remove residue.

4. Roof scanning to identify wet or substandard roof components to be removed

4.1 Follow guide specifications numbers 368 through 371.

4.2 Price accordingly in specification number 368 through 371

5. Asphalt emulsion coating, waterproofing, brush applied, per coat.

5.1 All areas to receive coating must be clean, dry, and smooth.

5.2 Coating must be applied as specified on manufacturer's data sheets and at the rates specified. All emulsions used shall carry UL approved fire ratings, and be an UL listed assembly per 97UBC (1997 Uniform Building Code) and meet any existing approval standards in the state.

5.3 Containers shall be delivered to the worksite suitably packaged to permit acceptance by carrier with each container marked with brand name, type of product, and manufacturer's production code and/or lot number.

5.4 The emulsion shall be of suitable consistency for application above freezing by mop or brush, after stirring to homogeneity.

5.5 The application rate for flashings shall be a minimum of three (3) gallons per square per coat.

5.6 The application rate for new roof applications shall be a minimum of four (4) gallons per square per coat.

6. Rubberized coating, waterproofing, brush applied, per coat.

6.1 All areas to receive coating must be clean, dry, and smooth.

6.2 The butyl acrylic emulsion coating must be applied as specified on manufacturer's data sheets and at the rates specified. The color of the sealant shall be the color agreed upon between the agency member and the prime contractor. All emulsions used shall carry UL approved fire ratings, and be an UL listed assembly per ICC IBC 2021, and meet any existing approval standards in the state.

6.3 The coating shall be composed of selected polymers compounded with appropriate resins, fillers, pigment, solvents, and chemical additives necessary to meet ASTM standards C 1085-91.

6.4 Containers shall be delivered to the worksite suitably packaged to permit acceptance by carrier with each container marked with brand name, type of product, and manufacturer's production code and/or lot number.

6.5 Any and all coatings shall be free from defects.

6.6 The coating application rate for flashings shall be a minimum of three (3) gallons per square, per coat.

6.7 The coating application rate for new roof applications shall be a minimum of four (4) gallons per square per coat.

7. Vinyl/acrylic resin, damp proofing, brush applied per coat.

7.1 All areas to receive coating, especially masonry surfaces, must be clean, dry smooth, and free of any debris.

7.2 The vinyl/acrylic emulsion coating must be applied as specified on manufacturer's data sheets and at the rates specified. The color of the coating shall be the color agreed upon between the agency member and the prime contractor.

7.3 Special attention shall be given to preparation of surfaces requiring removal of all forms of release agents (oil, grease, wax, silicones), admixtures (water-immiscible chemical curing agents) and curing compounds (waxes, resins, film); if removal is not possible, the residue left must be non-detrimental to the waterproofing system, as determined by the prime contractor.

7.4 To prevent blistering or loss of adhesion from moisture encapsulated in concrete or masonry surfaces, prime contractor recommendations for a vapor permeable system must be followed.

7.5 Containers shall be delivered to the worksite suitably packaged to permit acceptance by carrier with each container marked with brand name, type of product, and manufacturer's production code and/or lot number.

7.6 The coating shall be free from defects.

8. Non-pigmented synthetic resin, waterproofing, one coat sprayed on.

8.1 All areas to receive coating must be clean, dry, and smooth.

8.2 The non-pigmented synthetic resin coating must be applied as specified on manufacturer's data sheets and at the rates specified.

8.3 Containers shall be delivered to the worksite suitably packaged to permit acceptance by carrier with each container marked with brand name, type of product, and manufacturer's production code and/or lot number.

8.4 The coating shall be free from defects.

9. Caulking: remove existing, clean and prime joint.

9.1 Remove any existing caulk from joints.

9.2 Clean joint; prime with primer as specified by the manufacturer of the caulking material. The purpose of the primer is to improve the adhesion of the caulk. (Note: Unanticipated field conditions may require a change in the type of caulk or primer. Prime contractor has the authority to order a no cost change.)

9.3 Install specified backer rod to achieve required joint depths and shape, to permit full sealant wetting of the substrate surface when tooled, and to act as a temporary joint seal. If lack of immediate sealant application results in weathering, the backer rod shall be replaced with new sealant backing at no additional cost to the owner.

9. 4 Use bond breaker tape as specified by the caulk manufacturer. The bond-breaker may be a polyethylene or TFE-fluorocarbon self-adhesive tape, or one approved by the manufacturer of the caulk.

9.5 Install sealant in accordance with ASTM C 1193.

9.6 Follow the caulking manufacturer recommendations, tool all joints.

9.7 Joints shall be free of air pockets, foreign matter, ridges, and sags.

9.8 Adjoining surfaces and sealed joints shall be free of smears and other soiling. If a masking tape is used to protect from smears, it must be non-staining, non-absorbent, and must not disturb the sealant when carefully removed. Remove any excess caulking.

10. Caulking, epoxied urethane compound, 2 components, 1/4" x 1/4", in place.

10.1 Epoxied urethane base (one component) plus catalyst (2nd compound), chemical curing. Type 1, self-leveling; Type 2, non-sagging; conforming to FS-TT-S-00227, Class A; ASTM C 804, shore hardness 25 minimum to 35 maxima.

10.2 Caulk must be non-staining. Color approved by buyer.

10.3 Wipe prepared joint free of all debris; verify joint depth using backer rod as specified by caulking manufacturer's specifications.

10.4 Install bond breaker tape where required by manufacturer.

10.5 Mix sealant as specified on labels.

10.6 Install caulking into prepared joint and tool per prime contractor's instruction, concave or convex.

10.7 Caulking must be free of wrinkles, sags, ridges, air pockets and debris.

10.8 Clean adjoining surfaces.

11. Caulking, polyurethane, 1 component, 1/4" x 1/4", in place.

11.1 Polyurethane base, single component, chemical curing. Conforms to FS-TT-S-00230 and ASTM C 804, shore hardness, 25 minimum to 35 maximum. Participating Entity selects color.

11.2 Wipe prepared joint free of all debris; verify joint depth using backer rod as specified by caulking manufacturer's specifications.

11.3 Install bond breaker tape where required by prime contractor.

11.4 Install caulking into prepared joint and tool per prime contractor's instruction, concave or convex.

11.5 Caulking must be free of wrinkles, sags, ridges, air pockets and debris.

11.6 Clean adjoining surfaces.

12. Caulking, polyurethane, 1 component, 1/2" x 1/2", in place.

12.1 Polyurethane base, single component, chemical curing. Conforms to FS-TT-S-00230 and ASTM C 804, shore hardness, 25 minimum to 35 maximum. Participating Entity selects color.

12.2 Wipe prepared joint free of all debris; verify joint depth using backer rod as specified by sealant manufacturer's specifications.

12.3 Install bond breaker tape where required by prime contractor.

12.4 Install caulking into prepared joint and tool per manufacturer's instruction, concave or convex.

12.5 Caulking must be free of wrinkles, sags, ridges, air pockets and debris.

12.6 Clean adjoining surfaces.

13. Caulking, silicone rubber, 1 component, 1/4" x 1/4", in place.

13.1 Silicone base, single component, chemical curing. Conforms to FS-TT-S-1543, Class A, shore hardness A - 50 maximum.

13.2 Caulk must be non-staining and color approved by member.

13.3 Wipe prepared joint free of all debris; verify joint depth using backer rod as specified by caulking manufacturer's specifications.

13.4 Install bond breaker tape where required by prime contractor.

13.5 Mix sealant as specified on labels.

13.6 Install caulking into prepared joint and tool per prime contractor's instruction, concave or convex.

13.7 Caulking must be free of wrinkles, sags, ridges, air pockets and debris

13.8 Clean adjoining surfaces.

14. Caulking, epoxied urethane compound, 2 component, 1/4" x 1/4", in place.

14.1 Epoxied urethane base (one component) plus catalyst (2nd compound), chemical Curing. Type 1, self-leveling; Type 2, non-sagging; conforming to FS-TT-S-00227, Class A; ASTM C 804, shore hardness 25 minimum to 35 maximum.

14.2 Caulk must be non-staining. Color approved by member.

14.3 Wipe prepared joint free of all debris; verify joint depth using backer rod as specified by caulking manufacturer's specifications.

14.4 Install bond breaker tape where required by manufacturer.

14.5 Install caulking into prepared joint and tool per prime contractor's instruction, concave or convex.

14.6 Caulking must be free of wrinkles, sags, ridges, air pockets and debris.

14.7 Clean adjoining surfaces.

15. Caulking, silicone rubber, 1 component, 3/4" x 3/8", in place.

15.1 Silicone base, single component, chemical curing. Conforms to FS-TT-S-1543, Class A, shore hardness A - 50 maximum.

15.2 Caulk must be non-staining and color approved by member.

15.3 Wipe prepared joint free of all debris; verify joint depth using backer rod as specified by caulking manufacturer's specifications.

15.4 Install bond breaker tape where required by prime contractor.

15.5 Install caulking into prepared joint and tool per prime contractor's instruction, concave or convex.

15.6 Caulking must be free of wrinkles, sags, ridges, air pockets and debris.

15.7 Clean adjoining surfaces.

16. Backer rod, polyethylene, 3/8" diameter, installed in prepared opening.

16.1 Closed cell polyethylene, extruded, round, lightweight, non-impregnated, non-bleeding, non- staining, and odor free. Must be chemical resistant with negligible water absorptive characteristics and meet or exceed ASTM D-994-77.

16.2 Inspect joint to be sure all preparations are complete. Verify inspection.

16.3 Install backer into joint at depth specified by caulking manufacturer, minimum 25% compression.

16.4 Joint ends to be flush with no gaps.

16.5 Must be installed same day as caulking.

17. Backer rod, polyethylene, 1/2" diameter, installed in prepared opening.

17.1 Closed cell polyethylene, extruded, round, lightweight, non-impregnated, non-bleeding, non- staining, and odor free. Must be chemical resistant with negligible water absorptive characteristics and meet or exceed ASTM D-994-77.

17.2 Inspect joint to be sure all preparations are complete. Verify inspection.

17.3 Install backer into joint at depth specified by caulking manufacturer, minimum 25% compression.

17.4 Joint ends to be flush with no gaps.

17.5 Must be installed same day as caulking.

18. Backer rod, polyethylene, 3/4" diameter, installed in prepared opening.

18.1 Closed cell polyethylene, extruded, round, lightweight, non-impregnated, non-bleeding, non-staining, and odor free. Must be chemical resistant with negligible water absorptive characteristics and meet or exceed ASTM D-994-77.

18.2 Inspect joint to be sure all preparations are complete. If you see some debris, remove it from the joint. Deposit the debris in a proper debris depository.

18.3 Install backer into joint at depth specified by caulking manufacturer, minimum 25% compression.

18.4 Joint ends to be flush with no gaps.

18.5 Must be installed same day as caulking.

19. Backer rod, polyethylene, 1" diameter, installed in prepared opening.

19.1 Closed cell polyethylene, extruded, round, lightweight, non-impregnated, non-bleeding, non-staining, and odor free. Must be chemical resistant with negligible water absorptive characteristics and meet or exceed ASTM D-994-77.

19.2 Inspect joint to be sure all preparations are complete. Continue to use sound judgment to verify inspection.

19.3 Install backer into joint at depth specified by caulking manufacturer, minimum 25% compression.

19.4 Joint ends to be flush with no gaps.

19.5 Must be installed same day as caulking.

20. Building paper, asphalt felt sheathing paper, 1 ply, 15#, in place.

20.1 Use 15 lb. organic felt that meets or exceeds ASTM D-226-89, Type I, UL label. If it contains any asbestos, don't use it.

20.2 Nails are to be hot dipped galvanized 11 or 12-gauge barb shank with 3/8" heads, sharp pointed and long enough to penetrate and grasp 3/4" or 1". Capped Simplex or Maze nails or approved equals may be used.

20.3 After deck has been inspected and found to be clean and ready, nail fell to roof deck with approved fasteners, as specified.

20.4 Run felts single fashion starting at low point and running to ridge.

20.5 Side laps to be 2" minimum; end laps, 6" minimum.

20.6 Seal penetrations with approved mastic to meet or exceed ASTM D-2822 and Federal Specification SS-C-153, Type I, asbestos free.

21. Building paper, asphalt felt sheathing paper, 1 ply, 40#, in place.

21.1 Use 40 lb. organic felt that meets or exceeds ASTM D-226-89, Type I, UL label. If it contains any asbestos, don't use it.

21.2 Nails are to be hot dipped galvanized 11 or 12-gauge barb shank with 3/8" heads, sharp pointed and long enough to penetrate and grasp 3/4" or 1". Capped Simplex or Maze nails or approved equals may be used.

21.3 After deck has been inspected and found to be clean and ready, nail felt to roof deck with approved fasteners, as specified.

21.4 Run felts single fashion starting at low point and running to ridge.

21.5 Side laps to be 2" minimum; end laps, 6" minimum.

21.6 Seal penetrations with approved mastic to meet or exceed ASTM D-2822 and Federal Specification SS-C-153, Type I, asbestos free.

22. Building paper, red rosin paper, 5 square rolls, 4 # in place.

22.1 Red rosin paper, weighing 4 lb./100 square feet that meets ASTM D-549-74.

22.2 Use fasteners specified by prime contractor for deck type.

22.3 Mechanically fasten red rosin to nailable deck with correct fasteners. Use fastening pattern that meets FM I-90.

23. Vapor retarder adhered, 2 ply inorganic, glass, Type IV, applied in Type IV (or appropriate type) asphalt, in place.

23.1 Asphalt water-based primer to meet ASTM D-3960-87.

23.2 Asphalt, Type IV steep (or appropriate Type), UL, Class ASTM D 312-84. 9.1.18.3 Inorganic glass roof ply, Type IV, unperforated, 36" wide, ASTM D 2178.

23.3 Prime deck; use one gallon of primer for every 150-200 sq. ft.

23.4 Install two plies of specified felt in a continuous mopping of specified asphalt at a rate of 25 lbs. per square per ply.

23.5 Run felts shingle fashion. Broom all plies at application. Extend all plies to top of cant and seal.

23.6 Glaze coat finished piles with asphalt specified at a rate of 15 lbs. per square.

24. Vapor retarder, 2 ply organic, Type 15 pound, applied in Type IV asphalt (or appropriate type), in place.

24.1 Asphalt water-based primer to meet ASTM D-3960-87.

24.2 Asphalt, Type IV (or appropriate type) steep, UL, Class ASTM D 312-84.

24.3 Organic roof ply, ASTM D 266-89, Type I, unperforated, 36" wide.

24.4 Concrete decks: prime deck; use one gallon of primer for every 150-200 sq. ft.

24.5 Nailable decks: mechanically attach first ply to FM 1-90 fastening pattern; install second ply of specified felt into a continuous mopping of specified asphalt at a rate of 25 lbs. per 100 square feet.

24.6 Run felts shingle fashion. Broom all plies at application. Extend all plies to top of cant and seal.

24.7 Glaze coat finished piles with asphalt specified at a rate of 15 lbs. per square.

25. Vapor retarder; 2-ply inorganic, glass, Type IV, applied in cold adhesive to 4' x 8' x 1/4" glass-mat embedded, water resistant gypsum core panel mechanically fastened.

25.1 Nonstructural, glass-mat embedded, water resistant gypsum core panel, UL 1356 as a thermal barrier underlayment over steel decks.

25.2 Fasteners with 3" galvanized metal plates.

25.3 Provide equipment, materials, tools and experienced labor to install gypsum core panels. Attach panel to the substrate with approved fastening methods as follows.

25.4 Mechanically attached: join single layer insulation to deck with approved fastener one (1) every two (2) square feet. Install additional fasteners to ensure insulation is firmly affixed, per manufacturer's instructions.

25.5 Fasteners are to be flush with top surface of insulation.

25.6 Filler insulation requires two (2) fasteners per piece.

25.7 Form continuous joints over deck flange. Do not cantilever edges over deck ribs, minimum bearing surface 1 1/2", and doesn't exceed 35 psi in accordance with ASTM C 165.

25.8 Insulation must meet UL and FM requirements; must not have over 1/4" joints between boards.

25.9 Joints must be staggered a minimum of 12".

25.10 Workmanship must be superior; must comply with FM, UL and Roofing Materials Manufacturer's guidelines and specifications.

25.11 Asphalt water-based primer must meet ASTM D 3960-87.

25.12 Cold asphalt adhesive must be UL approved, be applied at 2 gallons per 100 square feet, inner ply. Must meet SCAQMD VOC limits and contain no asbestos as per ASTM D 276- 87.

25.13 Inorganic glass roof ply, Type IV, unperforated, 36" wide, ASTM D 2178.

25.14 Prime substrate; use one gallon of primer every 150-200 square feet.

25.15 Install two plies of specified felt in a continuous application of specified cold adhesive at a rate of 2 gallons per 100 square feet per ply.

25.16 Run felts shingle fashion. Broom all plies at application. Extend all plies to top of cant and seal.

26. Insulation

27. Demolition of roof insulation, per inch of depth.

27.1 Remove existing insulation down to roof deck.

27.2 Remove all debris from job site and dispose of in an approved landfill.

27.3 Be sure all debris is removed from flutes in deck and in any area debris might settle. 27.4 All demolition work must comply with OSHA, EPA, and local building codes and regulations.

27.4 If applicable, remove all fasteners from decking.

28. Demolition of lightweight cementitious fill, per inch of depth.

28.1 Using mechanical, manual, or other approved means, remove cementitious fill.

28.2 Clean subdeck of all rubbish.

28.3 Dispose of all rubbish and litter; all demolition work must comply with most current OSHA, NRCA, EPA, and local building codes and regulations.

28.4 Using self-tapping, coated metal deck fasteners, reattach laps, seams, and loose metal, if applicable as needed.

29. Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1" thick, R-6.6, applied into Type IV (or appropriate) asphalt.

29.1 Isocyanurate, HH-I-1972/GEN and HH-I-1972/2 Fire Approval, Class I, with UL labels.

29.2 Steep Asphalt, Type IV (or appropriate) meeting ASTM D 312-89, applied at a rate of 30 lbs. per 100 square feet.

29.3 Provide equipment, materials, tools, and experienced labor to install rigid roof insulation. Adhere the insulation to the substrate with approved fastening methods, as follows.

29.4 Hot applications: adhere insulation to primed deck with continuous mopping of appropriate asphalt at the rate of 30 lbs. per 100 square feet.

29.5 Cold applications: adhere insulation to thermal barrier with a cold adhesive at a rate of 1.5 gallons per 100 square feet.

29.6 Hot applied to sub insulation; adhere with a continuous mopping of appropriate asphalt at a rate of 30 lbs. per 100 square feet.

29.7 Insulation must meet UL and FM requirements and must not have over 1/4" joints between boards.

29.8 Workmanship must be superior and comply with most current NRCA, FM, UL and roofing material manufacturer's guidelines and specifications.

30. Roof deck insulation, Isocyanurate in 4’ x 4’ or 4’ x 8’ sheets with fiberglass facers, 1 1/2” thick, R-10.0, applied Type IV (or appropriate) asphalt.

30.1 Isocyanurate, HH-I-1972/GEN and HH-I-1972/2 Fire Approval, Class I, with UL labels.

30.2 Steep Asphalt, Type IV (or appropriate) meeting ASTM D 312-89, applied at a rate of 30 lbs. per 100 square feet.

30.3 Provide equipment, materials, tools, and experienced labor to install rigid roof insulation. Adhere the insulation to the substrate with approved fastening methods, as follows.

30.4 Hot applications: adhere insulation to primed deck or sub-insulation with continuous mopping of steep or appropriate asphalt at the rate of 30 lbs. per 100 square feet.

30.5 Cold applications: adhere insulation to primed deck or sub-insulation with a cold adhesive at a rate of 1.5 gallons per 100 square feet.

30.6 Insulation must meet UL and FM requirements and must not have over 1/4” joints between boards.

30.8 Joints must be staggered a minimum of 12”.

30.9 Workmanship must be superior and comply with most current NRCA, FM, UL and roofing material manufacturer’s guidelines and specifications.

31. Roof deck insulation, Isocyanurate in 4’ x 4’ or 4’ x 8’ sheets, 1” thick, R-6.6, mechanically fastened.

31.1 Isocyanurate, HH-I-1972/GEN and HH-I-1972/2 Fire Approval, Class I and/or labeled with UL/FM labels.

31.2 Fasteners with 3” galvanized metal plates.

31.3 Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Attach the insulation to the substrate with approved fastening methods, as follows.

31.4 Mechanically attached: mechanically join single layer insulation to deck with approved fastener minimum of one (1) every 2 square feet. Install additional fasteners to ensure insulation is firmly affixed, especially at parapets and at perimeters, as required per FM I-90 (depending on deck location and height).

31.5 Fasteners are to be flush with top surface of insulation.

31.6 Filler insulation requires two (2) fasteners per piece.

31.7 Form continuous insulation joints over deck flange. Do not cantilever insulation edges over deck ribs, minimum bearing surface 1 1/2” and doesn’t exceed 35 psi in accordance with ASTM C 165. The attachment and flute span will be in accordance with insulation board manufacturer’s specifications and comply with UL, Class A and FM I-90 attachment standards.

31.8 Insulation must meet UL and FM requirements and must not have over 1/4” joints between boards.

31.9 Joints must be staggered a minimum of 12”.

31.10 Workmanship must be superior and comply with most current NRCA, FM, UL and roofing material manufacturer’s guidelines and specifications.

32. Roof deck insulation, Isocyanurate in 4’ x 4’ or 4’ x 8’ sheets with fiberglass facers, 1 1/2” thick, R-10.0, mechanically fastened.

32.1 Isocyanurate, HH-I-1972/GEN and HH-I-1972/2 Fire Approval, Class I and/or labeled with UL/FM labels.

32.2 Fasteners with 3” galvanized metal plates.

32.3 Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Attach the insulation to the substrate with approved fastening methods, as follows.

32.4 Mechanically attached: mechanically join single layer insulation to deck with approved fastener minimum of one (1) every 2 square feet. Install additional fasteners to ensure insulation is firmly affixed, especially at parapets and at perimeters, as required per FM I-90 (depending on deck location and height).

32.5 Fasteners are to be flush with top surface of insulation.

32.6 Filler insulation requires two (2) fasteners per piece.

32.7 Form continuous insulation joints over deck flange. Do not cantilever insulation edges over deck ribs, minimum bearing surface 1 1/2" and doesn't exceed 35 psi in accordance with ASTM C 165. Attachment and flute span will be in accordance with insulation board manufacturer's specifications and comply with UL, Class A and FM I-90 attachment standards.

32.8 Insulation must meet UL and FM requirements and must not have over 1/4" joints between boards.

32.9 Joints must be staggered a minimum of 12".

32.10 Workmanship must be superior and comply with most current NRCA, FM, UL and roofing material manufacturer's guidelines and specifications.

33. Roof deck insulation, fiberboard in 4' x 4' sheets, 1/2" thick, R-1.39, applied Type IV (or appropriate) asphalt coated six sides.

33.1 High-density fiberboard ASTM C 208-82, HH-I-526C for fiberboard with flame spread of 25 maximum. Must comply with ASTM D 84 and have compressive resistance not more than 35 psi as per ASTM c 165.

33.2 Steep Asphalt, Type IV (or appropriate type) meeting ASTM D 312-89, applied at a rate of 30 lbs. per 100 square feet.

33.3 Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Adhere the insulation to the substrate with approved fastening methods, as follows.

33.4 Hot applications: adhere insulation to primed deck with continuous mopping of steep or appropriate asphalt at the rate of 30 lbs. per 100 square feet.

33.5 Cold applications: adhere insulation to primed deck or sub-insulation with a cold adhesive at a rate of 1.5 gallons per 100 square feet.

33.6 Hot applied: adhere with a continuous mopping of steep or appropriate asphalt at a rate of 30 lbs. per 100 square feet. Walk insulation down. Spread bitumen pools. Do not allow bitumen to accumulate on surface of insulation.

33.7 Filler insulation requires two (2) fasteners per piece, or as stated by manufacturer.

33.8 Form continuous insulation joints over deck flange. Do not cantilever insulation edges over deck ribs, minimum bearing surface 1 1/2" and doesn't exceed 35 psi in accordance with ASTM C 165. Attachment and flute span will be in accordance with insulation board manufacturer's specifications and comply with UL, Class A and FM I-90 attachment standards.

33.9 Insulation must meet UL and FM requirements and must not have over 1/4" joints between boards.

33.10 Joints must be staggered a minimum of 12".

33.11 Workmanship must be superior and comply with most current NRCA, FM, UL and roofing material manufacturer's guidelines and specifications.

34. Roof deck insulation, fiberboard in 4' x 8' sheets, 25/32" thick, R-2.4, installed hot/cold or mechanically attached, coated six sides.

34.1 High-density fiberboard ASTM C 208-82, HH-I-526C for fiberboard with flame spread of 25 maximum. Must comply with most current ASTM D 84 and have compressive resistance not more than 35 psi as per ASTM C 165.

34.2 Steep Asphalt, Type IV (or appropriate type) meeting ASTM D 312-89, applied at a rate of 30 lbs. per 100 square feet.

34.3 Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Adhere the insulation to the substrate with approved fastening methods, as follows.

34.4 Hot applications: adhere insulation to primed deck with continuous mopping of steep or appropriate asphalt at the rate of 30 lbs. per 100 square feet.

34.5 Cold applications: adhere insulation to primed deck or sub-insulation with a cold adhesive at a rate of 1.5 gallons per 100 square feet.

34.6 Hot applied to sub insulation; adhere with a continuous mopping of steep or appropriate asphalt at a rate of 30 lbs. per 100 square feet. Walk insulation down. Spread bitumen pools. Do not allow bitumen to accumulate on surface of insulation.

34.7 Mechanically attached: mechanically join single layer insulation to deck with approved fastener minimum of one (1) every 2 square feet. Install additional fasteners to ensure insulation is firmly affixed, especially at parapets and at perimeters, as required per FM I-90 (depending on deck location and height).

34.8 Three-inch galvanized metal plate fasteners are to be flush with top surface of insulation.

34.9 Filler insulation requires two (2) fasteners per piece.

34.10 Form continuous insulation joints over deck flange. Do not cantilever insulation edges over deck ribs, minimum bearing surface 1 1/2" and doesn't exceed 35 psi in accordance with ASTM C 165. The attachment and flute span will be in accordance with insulation board manufacturer's specifications and comply with UL, Class A and FM I-90 attachment standards.

34.11 Insulation must meet UL and FM requirements and must not have over 1/4" joints between boards.

34.12 Joints must be staggered a minimum of 12".

34.13 Workmanship must be superior and comply with most current NRCA, FM, UL and roofing material manufacturer's guidelines and specifications.

35. Roof deck insulation, fiberboard in 4' x 4', 1" thick, R-2.78, applied Type IV (or appropriate) asphalt, coated six sides.

35.1 High-density fiberboard ASTM C 208-82, HH-I-526C for fiberboard with flame spread of 25 maximum. Must comply with ASTM D 84 and have compressive resistance not more than 35 psi as per ASTM c 165.

35.2 Steep or appropriate Asphalt, Type IV meeting ASTM D 312-89, applied at a rate of 30 lbs. per 100 square feet.

35.3 Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Adhere the insulation to the substrate with approved fastening methods, as follows.

35.4 Hot applications: adhere insulation to primed deck or sub-insulation with continuous mopping of steep or appropriate asphalt at the rate of 30 lbs. per 100 square feet.

35.5 Cold applications: adhere insulation to primed deck or sub-insulation with a continuous mopping of steep or appropriate asphalt at a rate of 30 lbs. per 100 square feet.

35.6 Cold applied: adhere with a cold adhesive at a rate of 1.5 gallons per 100 square feet. Walk insulation down. Spread bitumen pools. Do not allow bitumen to accumulate on surface of insulation, or on workers shoes.

35.7 Filler insulation requires two (2) fasteners per piece, or as recommended by manufacturer.

35.8 Form continuous insulation joints over deck flange. Do not cantilever insulation edges over deck ribs, minimum bearing surface 1 1/2" and doesn't exceed 35 psi in accordance with ASTM

C 165. Attachment and flute span will be in accordance with insulation board manufacturer's specifications and comply with UL, Class A and FM I-90 attachment standards.

35.9 Insulation must meet UL and FM requirements and must not have over 1/4" joints between boards.

35.10 Joints must be staggered a minimum of 12".

35.11 Workmanship must be superior and comply with most current NRCA, FM, UL and roofing material manufacturer's guidelines and specifications.

36. Roof deck insulation, fiberboard in 4' x 4' sheets, 1/2" thick, R-1.39, mechanically fastened, coated six sides.

36.1 High-density fiberboard ASTM C 208-82, HH-I-526C for fiberboard with flame spread of 25 maximum. Must comply with ASTM D 84 and have compressive resistance not more than 35 psi as per ASTM C 165.

36.2 Fasteners with 3" galvanized metal plates.

36.3 Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Adhere the insulation to the substrate with approved fastening methods, as follows.

36.4 Mechanically attached: mechanically join single layer insulation to deck with approved fastener minimum of one (1) every 2 square feet. Install additional fasteners to ensure insulation is firmly affixed, especially at parapets and at perimeters, as required per FM I-90 (depending on deck location and height).

36.5 Fasteners are to be flush with top surface of insulation.

36.6 Filler insulation requires two (2) fasteners per piece.

36.7 Form continuous insulation joints over deck flange. Do not cantilever insulation edges over deck ribs, minimum bearing surface 1 1/2" and doesn't exceed 35 psi in accordance with ASTM C 165.

36.8 Attachment and flute span will be in accordance with insulation board manufacturer's specifications and comply with UL, Class A and FM I-90 attachment standards.

36.9 Insulation must meet UL and FM requirements and must not have over 1/4" joints between boards.

36.10 Joints must be staggered a minimum of 12".

36.11 Workmanship must be superior and comply with most current NRCA, FM, UL and roofing material manufacturer's guidelines and specifications.

37. Roof deck insulation, fiberboard in 4' x 4', 1" thick, R-2.78, mechanically fastened, coated six sides.

37.1 High-density fiberboard ASTM C 208-82, HH-I-526C for fiberboard with flame spread of 25 maximum. Must comply with ASTM D 84 and have compressive resistance not more than 35 psi as per ASTM C 165.

37.2 Fasteners with 3" galvanized metal plates.

37.3 Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Adhere the insulation to the substrate with approved fastening methods, as follows.

37.4 Mechanically attached: mechanically join single layer insulation to deck with approved fastener minimum of one (1) every 2 square feet. Install additional fasteners to ensure insulation is firmly affixed, especially at parapets and at perimeters, as required per FM I-90 (depending on deck location and height).

37.5 Fasteners are to be flush with top surface of insulation.

37.6 Filler insulation requires two (2) fasteners per piece.

37.7 Form continuous insulation joints over deck flange. Do not cantilever insulation edges over deck ribs, minimum bearing surface 1 1/2" and doesn't exceed 35 psi in accordance with ASTM C 165.

37.8 Attachment and flute span will be in accordance with insulation board manufacturer's specifications and comply with UL, Class A and FM I-90 attachment standards.

37.9 Insulation must meet UL and FM requirements and must not have over 1/4" joints between boards.

37.10 Joints must be staggered a minimum of 12".

37.11 Workmanship must be superior and comply with most current NRCA, FM, UL and roofing material manufacturer's guidelines and specifications.

38. Roof deck insulation, lightweight cellular, wire-reinforced concrete fill, R-value depending on thickness, per inch of depth.

38.1 Prepare areas for cellular concrete.

38.2 Install cellular concrete, 2" minimum thickness, sloped to existing drains. Slope shall be 1/4" per running foot, minimum.

38.3 Cover deck with slurry coat. Graduate thickness of insulation from high to low point. Stagger end joints and butt all joints to moderate contact. Allow slurry coat/insulation to set for 24 hours.

38.4 Install top pour of cellular concrete over insulation. Fill all bond holes. A minimum of 2" thickness over the insulation is required.

38.5 Use screeds (leveling devices) and darbies to attain smooth, even surface.

38.6 Carefully plan the work to avoid cold joints, but if you have any, scarify cold joints to provide mechanical key.

38.7 During winter months, protect installation from freezing until initial set is attained.

38.8 Provide reinforcing mesh into all areas where cellular concrete is placed. Butt or space sides not more than 4"; cut mesh to fit all walls, curbs, and openings. (Note: to meet FM requirements, mesh must be used.)

38.9 Mix and pump cellular concrete into place using personnel and equipment approved of by the concrete manufacturer. Mixing time shall be enough to provide a consistent, thorough concoction that will freely flow and screed to a smooth surface.

38.10 Proportion cellular concrete to provide a density of 40 lbs./cubic foot, ± 5% and 28-day compressive strength of 160 psi.

38.11 Pour cellular concrete only when temperatures are predicted to be above 40°F for the next two days.

38.12 Provide daily 2-ply bituminous tie-in connections at cellular concrete/roofing terminations.

38.13 If applicable, remove embedded gravel from top ply along termination. (Width of 8")

38.14 Install 5-course felt/mesh bituminous reinforcement; extend membrane at least 6" onto roofing and top surface of cellular cement using asphalt mastic or flashing bitumen. Make everything watertight.

38.15 Seal any surface cracks with asphalt mastic.

38.16 Spray curing compound to entire surface within 24 hours of placement.

38.17 Allow cellular concrete to cure and become hard to withstand foot traffic and other light roof operations, approximately 3 days. Before one is allowed on the new roof, be sure exposed surface is dry.

39. Roof deck insulation, vermiculite at 1/8:12, R-value depending on thickness, per inch of depth.

39.1 Prepare areas for concrete with vermiculite aggregate.

39.2 Install vermiculite concrete, 2” minimum thickness, sloped to existing drains. Slope shall be 1/8” per running foot, minimum.

39.3 Cover deck with slurry coat. Graduate thickness of insulation from high to low point. Stagger end joints and butt all joints to moderate contact. Allow slurry coat/insulation to set for 24 hours.

39.4 Install top pour of vermiculite concrete over tapered expanded polystyrene board (EPS). Fill all bond holes. A minimum of 2” thickness over the insulation is required.

39.5 Use screeds (leveling devices) and darbies to attain smooth, even surface.

39.6 Carefully plan the work to avoid cold joints, but if you have any, scarify cold joints to provide mechanical key.

39.7 During winter months, protect installation from freezing until initial set is attained.

39.8 Provide reinforcing mesh into all areas where vermiculite concrete is placed. Butt or space sides not more than 4”; cut mesh to fit all walls, curbs, and openings. (Note: to meet FM requirements, mesh must be used.)

39.9 Mix and pump vermiculite concrete into place using personnel and equipment approved of by the concrete manufacturer. Mixing time shall be sufficient to provide a consistent, thorough concoction that will freely flow and screed to a smooth surface.

39.10 Proportion vermiculite concrete to provide a density of 40 lbs./cubic foot, ± 5% and 28-day compressive strength of 160 psi.

39.11 Pour vermiculite concrete only when temperatures are predicted to be above 40°F for the next two days.

39.12 Provide daily 2-ply bituminous tie-in connections at vermiculite concrete/roofing terminations.

39.13 Remove embedded gravel from top ply along termination. (Width of 8”).

39.14 Install 5-course felt/mesh bituminous reinforcement; extend membrane at least 6” onto roofing and top surface of vermiculite cement using asphalt mastic or flashing bitumen. Make everything watertight!

39.15 Seal any surface cracks with asphalt mastic.

39.16 Spray curing compound to entire surface within 24 hours of placement.

39.17 Allow vermiculite concrete to cure and become hard to withstand foot traffic and other light roof operations, approximately 3 days. Before anyone is allowed on the new roof, be sure exposed surface is dry.

40. Roof deck insulation, vermiculite at 1/4:12, R-value based on thickness, per inch of depth.

40.1 Prepare areas for concrete with vermiculite aggregate.

40.2 Install vermiculite concrete, 2” minimum thickness, sloped to existing drains. Slope shall be 1/4” per running foot, minimum.

40.3 Cover deck with slurry coat. Graduate thickness of insulation from high to low point. Stagger end joints and butt all joints to moderate contact. Allow slurry coat/insulation to set for 24 hours.

40.4 Install top pour of vermiculite concrete over tapered expanded polystyrene board (EPS). Fill all bond holes. A minimum of 2” thickness over the insulation is required.

40.5 Use screeds (leveling devices) and darbies to attain smooth, even surface.

40.6 Carefully plan the work to avoid cold joints, but if you have any, scarify cold joints to provide mechanical key.

40.7 During winter months, protect installation from freezing until initial set is attained.

40.8 Provide reinforcing mesh into all areas where vermiculite concrete is placed. Butt or space sides not more than 4"; cut mesh to fit all walls, curbs, and openings. (Note: to meet FM requirements, mesh must be used.)

40.9 Mix and pump vermiculite concrete into place using personnel and equipment as approved by the concrete manufacturer. Mixing time shall be sufficient to provide a consistent, thorough concoction that will freely flow and screed to a smooth surface.

40.10 Proportion vermiculite concrete to provide a density of 40 lbs./cubic foot, ± 5% and 28day compressive strength of 160 psi.

40.11 Pour vermiculite concrete only when temperatures are predicted to be above 40°F for the next two days.

40.12 Provide daily 2-ply bituminous tie-in connections at vermiculite concrete/roofing terminations.

40.13 Remove embedded gravel from top ply along termination. (Width of 8")

40.14 Install 5-course felt/mesh bituminous reinforcement; extend membrane at least 6" onto roofing and top surface of vermiculite cement using asphalt mastic or flashing bitumen. Make everything watertight.

40.15 Seal any surface cracks with asphalt mastic.

40.16 Spray curing compound to entire surface within 24 hours of placement.

40.17 Allow vermiculite concrete to cure and become hard to withstand foot traffic and other light roof operations, approximately 3 days. Before anyone is allowed on the new roof, be sure exposed surface is dry.

41. Roof deck insulation, gypsum panels, 3" thick.

41.1 Remove existing decking.

41.2 Replace gypsum panels; stabilize and provide bracing for the purlins, as necessary.

41.3 Install per manufacturer's instruction. Gypsum planks will have UL classification markings.

41.4 Gypsum will not be used in areas of high humidity and wetness.

42. Roof deck insulation, Isocyanurate (black facer only), tapered, 1/8" per foot slope, applied in Type IV (or appropriate type) asphalt, per inch of depth.

42.1 Use 1/8" tapered iso-board (black facer) that meets or exceeds HH-I-1972/GEB and HH-I-1972/2 fire approval Class I and labeled with UL/FM labels.

42.2 Steep or appropriate Asphalt, Type IV meeting ASTM D 312-89, applied at a rate of 30 lbs. per 100 square feet.

42.3 Install tapered insulation.

42.4 Insulation shall have a minimum thickness of 1" at any point on the deck and must be tapered when laid in a manner to eliminate ponding and allow for positive drainage.

42.5 Set insulation in a continuous mopping of asphalt, applied at a rate of 30 lbs. per 100 square feet.

42.6 Embed insulation into asphalt, leaving no voids or loose boards. Any joint over 1/4" must be filled.

42.7 Apply asphalt at rate of 30 lbs. per 100 square feet; asphalt shall be at no more than 500°F and applied between 400-475°.

42.8 Apply in continuous mopping; don't set boards in cold asphalt.

43. Roof deck insulation, Isocyanurate (black facer only), tapered, 1/4" per foot slope, applied in Type IV (or appropriate) asphalt, per inch of depth.

43.1 Use 1/4" tapered iso-board (black facer) that meets or exceeds HH-I-1972/GEB and HH-I-1972/2 fire approval Class I and labeled with UL/FM labels.

43.2 Steep or appropriate Asphalt, Type IV meeting ASTM D 312-89, applied at a rate of 30 lbs. per 100 square feet.

43.3 Install tapered insulation.

43.4 Insulation shall have a minimum thickness of 1" at any point on the deck and must be laid in a manner to eliminate ponding and allow for positive drainage.

43.5 Set insulation in a continuous mopping of asphalt.

43.6 Embed insulation into asphalt, leaving no voids or loose boards. Any joint over 1/4" must be filled.

43.7 Apply asphalt at rate of 30 lbs. per 100 square feet; asphalt shall be at no more than 500°F and applied between 400-475°.

43.8 Apply in continuous mopping; don't set boards in cold asphalt.

44. Cold insulation adhesive.

44.1 Cold insulation adhesive is for places where the deck is exposed on underside or where hot adhesive, or mechanical attachment is not desirable.

44.2 Adhesive for fiberboard, fiberglass and Isocyanurate insulating boards.

44.3 Nominal 100% solid, moisture curing, asphaltic urethane adhesive for use in adhering insulation and base sheets in bur systems. Must be 8.5 lbs./gallon, have 200 psi tensile strength (see ASTM D 412-87); shall pass the Cold Brittleness of ASTM D 81692 at -60° F.

44.4 Prime surface to receive adhesive with water-based primer.

44.5 Allow primer to dry.

44.6 Apply at rate of 1 to 1.5 gallons per 100 square feet.

44.7 Install base sheet or insulation per manufacturer's printed directions, as needed.

45. CDX Gypsum 1/4" x 4' x 8', mechanically attached.

45.1 Install per manufacturer's instructions.

46. CDX Gypsum 1/4" x 4' x 8', set into adhesive.

46.1 Install per manufacturer's instructions.

47. CDX Gypsum 1/2" x 4' x 8', mechanically attached.

47.1 Install per manufacturer's instructions.

48. CDX Gypsum 1/2" x 4' x 8', set into adhesive.

48.1 Install per manufacturer's instructions.

49. CDX Gypsum with fiberglass facer: 1/4" x 4' x 8', mechanically attached.

49.1 Install per manufacturer's instructions.

50. CDX Gypsum with fiberglass facer: 1/4" x 4' x 8', set into adhesive.

50.1 Install per manufacturer's instructions.

51. CDX Gypsum with fiberglass facer: 1/2" x 4' x 8', mechanically attached.

51.1 Install per manufacturer's instructions.

52. CDX Gypsum with fiberglass facer: 1/2" x 4' x 8', set into adhesive.

52.1 Install per manufacturer's instructions.

53. Roof Tiles and Shingles

54. Remove composition shingles and felts to decking (test for asbestos prior to removal).

54.1 Remove existing felts, shingles, and fasteners down to roof deck.

54.2 Remove all debris from job site and dispose of in an approved landfill.

54.3 Be sure all debris is removed from deck and in any area litter might settle.

54.4 All demolition work must comply with most current OSHA, NRCA, EPA, and local building codes and regulations.

54.5 If applicable, remove all fasteners from decking.

54.6 Inspect deck and repair any defects as permitted in contract.

54.7 Install one layer of 15 lb. felt after above work is accomplished [felt, 15 lbs., meets or exceeds ASTM D 221-78, Type IV and must carry UL labels].

54.8 On slopes above 3:12 but below 4:12, install two layers of 15 lb. felt (repeat 3.3.1.1 through 3.3.1.8, as necessary).

55. Remove clay, concrete, or slate roof tiles to decking.

55.1 Remove existing felts, tiles and/or shingles down to roof deck. Keep and stockpile reusable tiles, upon request of buyer.

55.2 Remove all debris from job site and dispose of in an approved landfill.

55.3 Be sure all debris is removed from deck and in any area litter might settle.

55.4 All demolition work must comply with most current OSHA, NRCA, EPA, and local building codes and regulations.

55.5 If applicable, remove all fasteners from decking.

55.6 Inspect deck and repair any defects as permitted in contract.

55.7 Install one layer of 30 lb. felt after above work is accomplished [felt, 30 lbs., meets or exceeds ASTM D266-89, Type II and must carry UL labels].

56. Remove wood shingles and felts to decking.

56.1 Remove existing felts and shingles down to roof deck.

56.2 Remove all debris from job site and dispose of in an approved landfill.

56.3 Be sure all debris is removed from deck and in any area litter might settle.

56.4 All demolition work must comply with most current OSHA, NRCA, EPA, and local building codes and regulations.

56.5 If applicable, remove all fasteners from decking.

56.6 Inspect deck and repair any defects as permitted in contract.

56.7 Install one layer of 30 lb. felt after above work is accomplished [felt, 30 lbs., meets or exceeds ASTM D266-89, Type II and must carry UL labels].

57. Shingles, fiberglass, Class A, 25-year strip shingles, slopes 3:12 or greater.

57.1 Fiberglass singles shall meet or exceed ASTM D 3018, Type I, carry UL, Class A, and wind uplift labels, have hip and ridge factory pre-cut (where applicable). Nails are to be hot galvanized, 11 or 12-gauge, barb shank, 3/8" heads, sharp pointed and of sufficient length to penetrate at least 3/4" into decking. Use six nails per shingle; staples are not permitted.

57.2 Member picks color.

57.3 Bituminous plastic cement shall meet or exceed Federal Specifications SS-C-153C, Type I, Class A, and shall be asbestos free.

57.4 On slopes 4:12 or greater, felt shall be 15 lbs. organic that meets ASTM D 226-89, Type I, and carry UL labels. On slopes 3:12 or greater but less than 4:12, install two layers of 15-lb. felt or per manufacturer's requirements for warranty.

57.5 Inspect deck after old roof removal and repair any defects.

57.6 Install base felts and valley felts.

57.7 Install shingles per manufacturer's specifications.

57.8 If roof slopes less than 4" per 12", the installation requires a double layer of 15-lb. asphalt felt prior to application of shingles. [Unit price includes one layer of underlayment. If a second layer is required, it will be treated as a separate line item. A single layer of a 30 lb. coated organic base sheet may be installed in lieu of 15 lb. felts, when required.]

57.9 In high snow areas, use two each 30 lb. asphalt felts in lieu of 15 lb. felts.

57.10 Eave metal shall be 2" x 2", 26 gauge galvanized, unpainted. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

57.11 In high wind areas, use 3" x 2", 24 gauge galvanized, unpainted eave metal.

57.12 In ice and snow country, install ice and water shield to a point two feet inside wall line at eaves, or as required by local code if it is more stringent.

57.13 Warranty is to be prorated, labor and materials, for the length of the warranty period.

58. Shingles, fiberglass, Class A, 30-year, premium laminated multilayered shingles, slopes 3:12 or greater.

58.1 Fiberglass singles shall meet or exceed ASTM D 3018, Type I, carry UL, Class A, and wind uplift labels, have hip and ridge factory pre-cut (where applicable). Nails are to be hot galvanized, 11 or 12-gauge, barb shank, 3/8" heads, sharp pointed and of sufficient length to penetrate at least 3/4" into decking. Use six nails per single; staples are not permitted.

58.2 Member picks color.

58.3 Bituminous plastic cement shall meet or exceed Federal Specifications SS-C-153C, Type I, Class A, and shall be asbestos free.

58.4 On slopes of 4:12 or greater, felt shall be 15 lbs. organic that meets ASTM D 226-89, Type I and carry UL labels.

58.5 Inspect deck after old roof removal and repair any defects.

58.6 Install base felts and valley felts.

58.7 Install shingles per manufacturer's specifications.

58.8 On slopes 3:12 but less than 4:12, the installation requires a double layer of 30-lb. asphalt felt prior to application of shingles. [Unit price includes one layer of underlayment. If a second layer is required, it will be treated as a separate line item. A single layer of a coated organic base sheet may be installed in lieu of 15-lb. felt, when required.]

58.9 In high snow areas, use two each 30 lb. asphalt felts in lieu of 15 lb. felts.

58.10 Eave metal shall be 2" x 2", 26 gauge galvanized, unpainted.

58.11 In high wind areas, use 3" x 2" 24 gauge galvanized, unpainted eave metal.

58.12 In ice and snow country, install ice and water shield to a point two feet inside wall line at eaves, or as required by local code if it is more stringent.

58.13 Warranty is to be prorated, labor and materials, for the length of the warranty period.

59. Replacement of clay or concrete roof tiles.

59.1 Tile shall be of quality, finish, color, size, and shape to match existing, or as selected by the customer.

59.2 Nails for tiles and cleats shall be copper, 11-gauge, large head and long enough to penetrate 3/4" into deck.

59.3 Flashing shall be 16 oz. copper.

59.4 Mortar shall be one-part Portland cement, 4 parts sand and color matched to tile.

59.5 Plastic cement shall meet or exceed ASTM D 2822 and Federal Specification SS-C-153, Type I.

59.6 Sealant shall be silicone to meet or exceed ASTM D 1002 or ASTM D 42.

59.7 Begin installation only after verifying physical and environmental conditions are acceptable to accomplish work.

59.8 Install 40 lb. underlayment on slopes 4:12 or greater; install two 40 lb. underlayment on slopes less than 4:12 (or a 2-mil SBS modified sheet). Follow local codes for eaves, overhangs, and ice/snow conditions. In no case shall the underlayment be less that the manufacturer's specifications. Lay the felt underlayment horizontally; lap at least 4" over valley and gutter metal; turn up 6" against all abutting vertical surfaces where possible and extend without break over hips and ridges.

59.9 Nail each sheet along the edges, which will be covered by the lap of the next sheet; lap the sheet 3" at sides and 6" at ends and cement together.

59.10 Tile shall be laid in regular courses parallel with the eaves and no attempt made to stretch the courses. The courses shall be accurately spaced to finish even and parallel at the top of all level terminations.

59.11 When the slopes of the abutting roof surfaces are at the same pitch, the courses shall give a continuity of line across valleys and around hips. Valleys shall be open 6" wide between tiles. Fit the tiles closely at hips and ridges and around vent pipes, ventilators, and other projections through the roof.

59.12 Every piece of tile shall be secured by at least one fastening; Spanish tile shall have two, unless impractical. Where nailing is not possible, or to avoid nailing through sheet metal, use wire attached to nails driven above the metal line or to other permanent fastenings and set the tile in elastic cement. All tile shall be laid with an end lap of at least 3". Eave closures of pan and cover tile shall be recessed at least 1 1/2" from the lower end of the tile.

59.13 Hips and ridges shall have roll cover tile with closed hip starters and plain terminals. Field tile that verge along hips and valleys shall be cut before turning and valley tile shall have closed ends. Top fixtures shall be furnished at deck and ridge and at the lower side of abutting vertical surfaces. Gables shall have end bands; gable rakes and closed gable ends at ridge.

59.14 The lap of end bands, or cover tile on hips and ridges, of gable rakes to end bands and field tiles, and the spaces between field tiles and hip stringers shall be filled with elastic cement. A limited amount of elastic cement may be used for leveling tile and for pointing around eave closures and top fixtures.

59.15 All intersections of roofs with vertical surfaces of every kind and all openings in roof surfaces shall be flashed and counterflashed. Flashings shall turn up no less than 6" against abutting vertical surfaces where possible and shall be in as long lengths as practical. On slopes, they shall lap longitudinally not less than 3". Elsewhere the joints shall be flat-locked and soldered. Laps and locks shall be in the direction of water flow; ridges and deck molds shall be flashed over the wood stringers. Exposed bottom edges of all flashings shall be doubled under about 1/2" to straight lines.

59.16 At vertical surfaces along slopes, the flashings shall extend under the tile at least 4 1/2" with an upturned edge as high as the contour of the tile will permit. At the upper side of vertical surfaces, the flashings shall extend under the tile to the nails, with the upper edges turned back 1/2". Flashings at the lower side of vertical surface and the flashings of ridges and deck molds shall extend onto the roof tiles and top fixtures at least 4 1/2" and be bent down for stiffness.

59.17 At corners and projections through the roof, the intersecting base flashings shall be lapped or locked, and the joints sweated with solder. Base flashings at the sides, which are normal to the tile courses, shall spill onto the roofing below.

59.18 Flashings at the sills of openings, which are not counterflashed, shall extend under the sills of the frames and turn up at least 3/4" at the back edges.

59.19 Base flashings at the curbs of roof openings, which are not counterflashed, shall turn over the tops of the curbs and be fastened on the inside by locking to continuous cleats of the same metal which shall be fastened every 4" to the curbs.

59.20 At low parapets and termination when not using step flashings, use 2.5-lb. lead flashing. Peen to fit tiles; use 2.5 lead stack flashings. (need prices for each)

59.21 Summary Note: remove existing tiles, carefully to avoid breakage. Stockpile existing clay or concrete roof tiles. Install a new 40 lb. inorganic asphalt felt underlayment; make minor repairs to the existing flashings, then replace shingles in accordance with above specifications. New flashing installation will be done under a separate line item.

60. Self-adhering ice and water shield membrane for shingles, tiles, metal waterways, penetrations, valleys, ridges, edges, etc.

60.1 Use a flexible, waterproof membrane, SBS modified, reinforced with a perm rating of .05 perms (ASTM E 96). Minimum weight, 31 lbs./100 s/f and minimum break strength, 130 lbf/in.

60.2 Sheet may be mechanically attached, set in adhesive, or have a peel-off backing.

60.3 Materials used must be acceptable to the manufacturer providing the warranty.

61. Roofing and Roof Restoration

62. Remove built-up roof, multi-ply with aggregate, non-asbestos, one inch thick or less.

62.1 Remove existing roofing down to roof deck or insulation.

62.2 Daily remove all debris from job site and dispose of in an approved landfill.

62.3 Be sure all debris is removed from deck and in any area litter might settle.

62.4 All demolition work must comply with most current OSHA, NRCA, EPA, and local building codes and regulations.

62.5 If applicable, remove all fasteners from decking.

62.6 Spud embedded aggregate.

62.7 Using roofing spades, Maddox, or other mechanical device, remove embedded gravel from roof membrane.

62.8 Sweep loose aggregate from roof membrane.

62.9 Remove all loose gravel from roof membrane by power broom and dispose of collection in an approved dump, or as directed by owner.

62.10 Wet vacuum loose aggregate from roof membrane; prime substrate.

62.11 Using mechanical wet vacuum, remove all loose rock and debris from roof membrane. 62.12 Prime substrate: clean roof or substrate removing all dirt and debris prior to priming. 62.13 Prime using asphaltic primer at the rate of one gallon to 100-150 square feet; allow to dry.

63. Remove single-ply roof: ballast, and membrane only.

63.1 Remove existing ballast from surface or roof membrane using manual labor, roof vac or mechanical means.

63.2 Do not pile ballast in piles that would exceed load limit on total roof system.

63.3 All ballast to be removed by use of closed chute or mechanically. Do not throw from roof into truck or dumpster.

63.4 Cut single-ply membrane into pieces small enough so they can safely be removed.

63.5 Dispose of single-ply membrane in approved dumpsite.

63.6 Prime contractor is responsible to determine local regulations for disposal of roof materials.

63.7 Do not remove more membrane than can be replaced or dried in daily, especially in monsoon season.

64. Remove single-ply roof, membrane partially or fully adhered.

64.1 Cut single-ply membrane into pieces that are no larger than can safely be removed.

64.2 Dispose of membrane in approved dumpsite.

64.3 Prime contractor is responsible to determine local regulations for disposal of roof materials.

64.4 Do not remove more membrane than can be replaced or dried in daily.

65. Remove single-ply roof, membrane mechanically attached.

65.1 Cut single-ply membrane into pieces that are no larger than can safely be removed.

65.2 Using screw gun or drill motor, remove fasteners. Dispose of leftovers in approved dumpsite.

65.3 Prime contractor is responsible to determine local regulations for disposal of roof materials.

65.4 Do not remove more membrane than can be replaced or dried in daily.

66. Remove copper sheet roofing.

66.1 Use 15 lb. building paper, FS HH-R-595-B, Type 15A, Style B, ASTM 226-77, unperforated. Nails to be hot dipped, galvanized, 11 or 12-gauge, smooth shank, 1" square metal heads, at least 1" long for dry in.

66.2 Remove specified roofing using the finest equipment and tools for the job. Remove and dispose of all felts, flashings, battens, and counterflashing, as required.

66.3 Barricade and protect the property (to avoid lawsuits from unhappy parents or teachers).

66.4 All work, including use of building paper, to be coordinated with the owner's representative.

66.5 All demolition work and disposal of debris must comply with most current OSHA, NRCA, EPA, and local building codes and regulations; fall protection as required.

67. Base sheet, 3-ply fiberglass, Type IV (or appropriate Type) asphalt (17-year roof).

67.1 Water-based asphalt primer that meets ASTM D 3960-87.

67.2 Asphalt, Type IV (or appropriate Type) steep to meet UL, Class A, ASTM D 312-84.

67.3 Fiberglass base sheet, Type G-2, ASTM D 4601-86, high performance, weight, 33 lbf/100 s/f, tensile break strength 90 lbs./lbf in MD, 70 lbs./lbf in XD.

67.4 Fiberglass ply sheet, Type IV, ASTM D 2178.

67.5 Prime exiting surface with primer specified at a rate of 150-200 square feet per gallon, when required (prime is a separate line item).

67.6 Continuously mop base sheet and three plies of specified fiberglass ply sheets with interply asphalt at a rate of 25 lbs. per square per ply. Felts to be installed according to manufacturer's specifications.

67.7 Top surfacing as specified elsewhere.

68. Base sheet, 4-plies fiberglass, mechanically attached (17-year roof).

68.1 Fiberglass base sheet, Type G-2 to meet ASTM D 4601-86, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM; fiberglass plies sheets, Type IV.

68.2 Mechanical fasteners for wood decks, 1" ringed shank nails with 1" capped head as made by Maze or Simplex; for wood fiber decks, Olympic GTL fasteners or approved equal; light weight deck, Olympic base ply fastener, Olympic base ply fastener, Zonolite base ply fastener or approved equal.

68.3 Starting at low point, install specified base sheet to deck using approved fasteners in accordance with FM I-90 wind uplift requirements.

68.4 Regularly mop four plies of specified fiberglass ply sheets with interply asphalt applied at the rate of 25 lbs. per square per ply, following manufacturer's instruction.

68.5 Top surfacing as specified elsewhere.

69. Fiberglass cap finishing membrane

69.1 Install over hot-applied multi-ply BUR assembly in Type IV (or appropriate Type) asphalt.

69.2 Apply as per manufacturer's instruction.

70. Base sheet with 2 plies, fiberglass felts, Type IV asphalt (or appropriate type).

70.1 Materials include primer; fiberglass base sheet, Type G-2, to meet ASTM D 4601-86, high performance, weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in. in XM; Type VI fiberglass felts that meet or exceed ASTM D 2178-88, Type VI; asphalt Type IV steep (or appropriate type), UL, Class A, ASTM D-312-84.

70.2 Prepare substrate as required by prime contractor.

70.3 Continuously mop base sheet and plies of fiberglass base sheet.

70.4 Plies are to be adhered with approved asphalt at the rate of 25 lbs. per square per ply.

70.5 All felts are to be broomed when applied.

70.6 Fishmouths, voids, wrinkles and other disfigurements will not be accepted.

70.7 Extend all plies 1" or 2" above cant and seal.

70.8 Prime contractor must approve final roofing system.

70.9 Final system must carry UL, Class A, and FM I-90 approvals and insulation attachment patterns when insulation has been used.

70.10 Top surfacing as specified elsewhere.

71. Base sheet with 3 plies, fiberglass felts, Type IV asphalt (or appropriate Type).

71.1 Materials include primer; fiberglass base sheet, Type G-2, to meet ASTM D 4601-86, high performance, weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM; Type VI fiberglass felts that meet or exceed ASTM D 2178-88, Type VI; asphalt Type IV steep (or appropriate Type), UL, Class A, ASTM D-312-84.

71.2 Prepare substrate as required by prime contractor.

71.3 Continuously mop base sheet and plies of fiberglass ply sheets.

71.4 Plies are to be adhered with approved asphalt at the rate of 25 lbs. per square per ply.

71.5 All felts are to be broomed when applied.

71.6 Fishmouths, voids, wrinkles and crinkles will not be accepted.

71.7 Extend all plies 1" above cant and seal.

71.8 Prime contractor must approve final roofing system.

71.9 Final system must carry UL, Class A, and FM I-90 approvals and insulation attachment patterns when insulation has been used.

71.10 Top surfacing as specified elsewhere.

72. Base sheet mechanically attached with 4 plies, Type VI fiberglass felts, Type IV (or appropriate Type) asphalt.

72.1 Materials include primer; fiberglass base sheet, Type G-2, to meet ASTM D 4601-86, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in. in XM; Type VI fiberglass felts that meet or exceed ASTM D 2178-88; UL listed fiberglass.

72.2 Prepare substrate as required by prime contractor.

72.3 Mechanical fasteners for wood decks, 1" ringed shank nails with 1" capped head as made by Maze or Simplex; for wood fiber decks, Olympic GTL fasteners or approved equal; lightweight deck, Olympic base ply fastener, Olympic base ply fastener, Zonolite base ply fastener or approved equal. (add necessary price lines)

72.4 Starting at low point, install specified base sheet to deck using approved fasteners in accordance with FM I-90 wind uplift requirements.

72.5 Regularly mop four plies of specified fiberglass ply sheets with interply asphalt applied at the rate of 25 lbs. per square per ply, following manufacturer's instruction.

72.6 Top surfacing as specified elsewhere.

72.7 Final system must carry UL, Class A, and FM I-90 approvals and attachment patterns for base sheet.

73. Nailed base sheet, 3 plies Type VI fiberglass felts, fiberglass cap, Type IV (or appropriate Type) asphalt.

73.1 Materials include fiberglass base sheet, Type G-2, to meet ASTM D 4601-86, high performance, weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in. in XM; ply sheet, G-1, Type VI; asphalt Type IV step (or appropriate Type), UL, Class A, ASTM D-312-84.

73.2 Prepare substrate as required by prime contractor.

73.3 Nail base sheet per manufacturer's instruction.

73.4 Plies are to be adhered with approved asphalt at the rate of 25 lbs. per square per ply.

73.5 All felts are to be broomed when applied.

73.6 Fishmouths, voids, wrinkles and puckers will not be accepted.

73.7 Extend all plies 1" above cant and seal.

73.8 Prime contractor must approve final roofing system.

73.9 Final system must carry UL, Class A, and FM I-90 approvals.

73.10 Top surfacing as specified elsewhere.

74. Base sheet with 4 plies; 2 polyester and 2 fiberglass felts, Type IV (or appropriate Type) asphalt (20-year roof).

74.1 Materials include primer; fiberglass base sheet, Type G-2, to meet ASTM D 4601-86, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM; polyester ply sheets, continuous filament, heat resistant, spun bonded polyester to meet Federal Test Method 101-2031 for punctures, ASTM D 737-75 for permeability, weight to be minimum 3.1 lbs./100 square feet as in ASTM D 312-84; Type VI fiberglass felts that meet or exceed ASTM D 2178-88, Type VI; asphalt Type IV steep (or appropriate Type), UL, Class A, ASTM D-312-84.

74.2 Prepare substrate as required by prime contractor.

74.3 Continuously mop base sheet and four plies (two plies of polyester and two plies of fiberglass felts). Felts are to be installed in shingle fashion.

74.4 Plies are to be adhered with approved asphalt at the rate of 25 lbs. per square per ply.

74.5 All felts are to be broomed when applied.

74.6 Fishmouths, voids, wrinkles and other ugliness will not be accepted.

74.7 Extend all plies 1"-2" above cant and seal.

74.8 If required, install glaze coat of asphalt at the rate of 15 lbs. per square.

74.9 Prime contractor must approve final roofing system, and then surface is topped. Top surfacing as specified elsewhere.

74.10 Final system must carry UL, Class A, and FM I-90 approvals and attachment patterns for base ply.

75. Built-up roof, base sheet with 3 plies polyester roofing sheet, Type IV (or appropriate Type) asphalt (20-year roof).

75.1 Materials include primer; fiberglass base sheet, Type G-2, to meet ASTM D 4601-86, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM; polyester ply sheets, continuous filament, heat resistant, spun bonded polyester to meet Federal Test Method 101-2031 for punctures, ASTM D 737-75 for permeability, weight to be minimum 3.1 lbs./100 square feet as in ASTM D 312-84; asphalt Type IV steep (or appropriate Type), UL, Class A.

75.2 Prepare substrate as required by manufacturer.

75.3 Continuously mop base sheet and three plies of heat stabilized polyester with interply mopping of Type IV asphalt (or appropriate Type) at the rate of 25 lbs. per square per ply.

75.4 Plies are to be installed shingle fashion.

75.5 All felts are to be broomed when applied. Do not walk on felts.

75.6 Fishmouths, voids, wrinkles and other irregularities will not be accepted.

75.7 Extend all plies 1" above cant and seal edges.

75.8 If required, install glaze coat of asphalt at the rate of 15 lbs. per square.

75.9 Prime contractor must approve final roofing system, and then surface is topped. Top surfacing as specified elsewhere.

75.10 Final system must carry UL, Class A, and FM I-90 approvals and attachment patterns for base ply.

76. Built-up roof, base sheet with 3 plies Type G2 fiberglass, cold process adhesive (20 year roof).

76.1 Fiberglass base ply, 33 lb., Type G-2, to meet ASTM D 4601-86, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM, approved by manufacturer.

76.2 Cold asphalt adhesive, UL approved, applied at 3 gallons per 100 square feet, inner ply. Must meet SCAQMD VOC limits and contain no asbestos as per ASTM D 276-87.

76.3 Top surfacing as specified elsewhere.

76.4 Install base plus three plies with cold asphalt adhesive at the rate of 3 gallons per square per ply.

76.5 Plies to extend to top of cants and nail 8" o.c.

76.6 Wood nailers to provide membrane termination. Nail per prime contractor.

76.7 Manufacturer must approve final system.

77. Built-up roof, base sheet plus 4 plies Type G2 fiberglass, cold process adhesive (30 year roof).

77.1 Fiberglass base ply, 33 lb., Type G-2, to meet ASTM D 4601-86, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM, tensile 80 psi, approved by manufacturer.

77.2 Cold asphalt adhesive, UL approved, applied at 3 gallons per 100 square feet, inner ply. Must meet SCAQMD VOC limits and contain no asbestos as per ASTM D 276-87.

77.3 Top surfacing as specified elsewhere.

77.4 Install base plus four plies with cold asphalt adhesive at the rate of 3 gallons per square per ply.

77.5 Plies to extend to top of cants and nail 8" o.c.

77.6 Wood nailers to provide membrane termination. Nail per prime contractor.

77.7 Final system must carry UL, Class A, and FM I-90 approvals.

78. Built-up roof, base sheet, 1 ply Type VI fiberglass, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (15-year roof).

78.1 Fiberglass base ply, 33 lb., Type G-2, to meet ASTM D 4601-86, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM, approved by manufacturer.

78.2 Asphalt, Type IV steep (or appropriate Type), UL class A, ASTM D 312-84.

78.3 Type VI Fiberglass felts, ASTM D 2178-88A; modified bitumen sheet, SBS elastomers with reinforcement. Thickness: 0.160,' ASTM D 751-89. Tensile strength, 148 MD and 122 CD lbf/in., ASTM D 2523-84 at 0°F. Puncture meets FTMS 101C 2031 (modified).

78.4 Prepare substrate as required by prime contractor.

78.5 Continuously mop base sheet, ply sheet and modified bitumen sheet into specified bitumen, Type IV, ASTM D 312.

78.6 Install base sheet and roofing ply starting at low point in shingle fashion with asphalt at rate of 25 lbs. per square per ply.

78.7 Broom felts with broom.

78.8 Install modified bitumen sheet in hot asphalt at a rate of 23 lbs. per 100 square feet. Roll edge to ensure positive bond. Broom out air pockets and voids at application; end lap 12" and staggered 3' minimum. Head lap 4".

78.9 Top surface to be granule unless noted by line item on work order.

78.10 Final system must carry UL, Class A, and FM I-90 approval

79. Built-up roof, base sheet, 2 ply polyester roofing sheet, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (or appropriate Type), (20-year roof).

79.1 Fiberglass base ply, 33 lb., Type G-2, to meet ASTM D 4601-86, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM, approved by manufacturer.

79.2 Asphalt, Type IV steep (or appropriate Type), UL class A, ASTM D 312-84; Polyester ply sheet, continuous filament, heat resistant, spun bonded polyester, to meet Federal Test Method 101C-2031 for punctures, ASTM D 737-75 for permeability. Weight to be minimum 3.1 lb./in MD-240 lbf/in. XM ASTM D 2523-84 puncture 101C-2031 (modified).

79.3 Modified bitumen sheet, SBS elastomers with reinforcement. Thickness: 0.160', ASTM D 751-89; Tensile strength, 148 MD and 122 CD lbf/in., ASTM D 2523-84 at 0°F. Puncture meets FTMS 101C 2031 (modified).

79.4 Prepare substrate as required by prime contractor.

79.5 Continuously mop base sheet, ply sheet and modified bitumen sheet into specified bitumen, Type IV, ASTM D 312.

79.6 Install base sheet and roofing ply starting at low point in shingle fashion with asphalt at rate of 25 lbs. per square per ply.

79.7 Install ply sheets in continuous mopping of asphalt. Broom plies as applied and be sure ply has total adhesion and bleed through.

79.8 Install modified bitumen sheet in hot asphalt at a rate of 23 lbs. per 100 square feet. Roll edge to ensure positive bond. Broom out air pockets and voids at application; end lap 12" and staggered 3' minimum. Head lap 4".

79.9 Extend plies to top of cants and seal. Fishmouths, voids, wrinkles and other irregularities will not be accepted.

79.10 Top surface to be granules unless noted by line item on work order. 9.4.18.11 Final roofing system must carry UL, Class A, and FM I-90 approvals.

80. Built-up roof, base sheet, G-2, 33 lb., mechanically attached.

80.1 Fiberglass base ply, 33 lb., Type G-2, ASTM D 4601-86 average tensile, 80 psi, approved by manufacturer.

80.2 Nail to substrate to FM I-90 design standards.

81. Built-up roof, base sheet, G-2, 33 lb., Type IV asphalt.

81.1 Fiberglass base ply, 33 lb., Type G-2, ASTM D 4601-86 average tensile, 80 psi, approved by manufacturer.

81.2 Apply asphalt into uniform and continuous mopping at a rate of 25-lbs./100 s/f.

82. Built-up roof, premium asphalt, added cost per ply per square foot.

82.1 Premium IV asphalt, ASTM D 312-89, high quality steep asphalt (appropriate type), process from highly monitored asphalt flux.

82.2 Apply Premium IV asphalt where specified by work order at minimum rate of 25 lbs. per square per ply.

83. Built-up roof, modified bitumen adhesive, added cost per ply per square foot.

83.1 Modified bitumen adhesive, a polymer formulation applied as a hot melt adhesive, made of unblown asphalt, and modified with selected polymers. Must be both UL and FM approved. Elongation at 77°F, 1000%. ASTM D 412-87.

83.2 Apply modified bitumen adhesive in place of asphalt where specified in work order.

83.3 Interply rate minimum 27 lbs. per 100 square feet.

83.4 Manufacturer on each system must approve results.

84. Built-up roof, surface with cold asphaltic surfacing adhesive and gravel.

84.1 Cold asphalt adhesive, UL approved. Must meet SCAQMD VOC limits and contain no asbestos as per ASTM D 276-87. Density at 77°F, 8.2 lb./gallon, ASTM D 2196-81. Non- volatile content 75%, ASTM D 4496-81. VOC 240 q/l, ASTM D 3960-89.

84.2 Prime if required by work order or if work surface has been contaminated.

84.3 Roof gravel, size 6, ASTM 1863-86.

84.4 If in work order, prime roof surface with asphalt primer.

84.5 Apply flood coat of asphalt adhesive at 5 gallons per 100 square feet.

84.6 Broadcast roof gravel at rate of 500 lbs. per square.

84.7 Rake gravel smooth.

84.8 Completed system must have UL 790 Class A rating.

85. Built-up roof, surface with emulsion and granules.

85.1 If on work order, use primer.

85.2 Use high performance rubberized emulsion and #11 white ceramic roof granules.

85.3 Asbestos content, none. Density at 77°F 8.4 lb./gallon, ASTM D 1475-90. Residue by evaporation 50%, ASTM 2939-94. Ash content 4.0% of total sample, ASTM D 2939-92. Tensile at 77°F, minimum 45 psi, ASTM D 12-92. Elongation at 77°F, minimum 200%, ASTM D 412-92. MVT 4 g/100 square inches/24 hours, ASTM E 398-83.

85.4 Apply emulsion to roof surface at rate of 4 gallons per square.

85.5 Promptly install ceramic roof granules into emulsion at rate of 80 lbs. per square.

86. Built-up roof, surface with emulsion and aluminum coating.

86.1 If on work order, use primer.

86.2 Use high performance rubberized emulsion.

86.3 Asbestos content, none. Density at 77°F 8.4 lb./gallon, ASTM D 1475-90. Residue by evaporation 50%, ASTM 2939-94. Ash content 4.0% of total sample, ASTM D 2939-92. Tensile at 77°F, minimum 45 psi, ASTM D 12-92. Elongation at 77°F, minimum 200%, ASTM D 412-92. MVT 4 g/100 square inches/24 hours, ASTM E 398-83.

86.4 Apply emulsion to roof surface at rate of 4 gallons per 100 square feet and let cure for 30 days.

86.5 Install aluminum reflective coating to roof surface at rate of 1 gallon per 150 square feet. Two coats required. Asbestos content, none. Density at 77°F, 7.95 lbs./gallon, ASTM D 1475-90. Non-volatile matter, minimum 48%, ASTM D 1644-93. Metallic aluminum, minimum 11%, ASTM D 2824-85. VOC 478 q/l, ASTM 3460-93.

87. Built-up roof, surface with emulsion and white elastomeric coating.

87.1 Water-based asphalt primer, if required on work order.

87.2 High performance, high solids, reflective, fire retardant coating.

87.3 Prime roof, if conditions require priming. See priming line item.

87.4 Apply emulsion to roof surface at rate of .75 gallons per 100 square feet and let cure, per manufacturer's recommendation. Asbestos content, none. Density at 77°F 8.4 lb./gallon, ASTM D 1475-90. Residue by evaporation 50%, ASTM 2939-94. Ash content 4.0% of total sample, ASTM D 2939-92. Tensile at 77°F, minimum 45 psi, ASTM D 1292. Elongation at 77°F, minimum 200%, ASTM D 412-92. MVT 4 g/100 square inches/24 hours, ASTM E 398-83.

87.5 Apply white fire-retardant coating consisting of two coats at a rate of 1 gallon per 100 square feet per coat. Density at 77°F, 12.2 lbs./gallon, ASTM D 1475-90. Reflectance: Hunter at 90.0%, ASTM E 1347-90. Non-volatile content 67%, ASTM D 1644-88. VOC 155 q/l, ASTM D 3960-89.

87.6 On vertical surfaces, apply in two coats at the rate of 2 gallons per 100 square feet.

88. Built-up roof, surface with aluminum coating or paint.

88.1 If on work order, use primer.

88.2 Aluminum reflective coating. Asbestos content, none. Density at 77°F, 7.95 lbs./gallon, ASTM D 1475-90. Non-volatile matter, minimum 48%, ASTM D 1644-93. Metallic aluminum, minimum 11%, ASTM D 2824-85. VOC 478 q/l, ASTM 3460-93.

88.3 Prime roof with asphalt primer, if ordered.

88.4 Install aluminum reflective coating to roof surface at rate of 1 gallon per 150 square feet. Two coats required.

89. Built-up roofing, surface with high solids white elastomeric coating.

89.1 Water-based asphalt primer, if required on work order. All materials to be asbestos free. Mastic shall be minimum 80% solids, ASTM D 1475-85.

89.2 High performance, high solids, reflective, fire retardant coating.

89.3 Prime roof, if conditions require (see primer elsewhere).

89.4 Apply high solids elastomeric in one or two applications depending upon climatic conditions. Do not apply below 45°F. Apply in two applications of 2 gallon/100 s/f when temperature range is between 45°-70°F and one coat when temperature exceeds 70°F and relative humidity is below 70%. Density at 77°F, 6.8 lbs./gallon, ASTM D 147590. Non-volatile content, higher than 62%, ASTM D1644-88. Asbestos and VOC, none.

90. Built-up roofing repairs; fibered asphalt mastic, brush grade, with fiberglass mesh.

90.1 Asphalt mastic, reinforcement mesh, and primer. All materials shall be asbestos free. Non-volatile content 75%, ASTM D 4586-93. Density at 77°F, 10.1 lb./gallon, ASTM 147590. Adhesion to wet surface minimum 75%, ASTM D 3409-93.

90.2 Apply an 1/8" thick layer of mastic over repair area. Brush in reinforcement mesh removing all wrinkles. Apply the second layer of mastic and install second layer of mesh extending 1" past last layer in all directions.

90.3 Always install same number of plies as removed (2 minimum).

90.4 Coat repair work as on work order.

91. Built-up roofing repairs; pitch-based mastic, with fiberglass mesh.

91.1 Pitch-based mastic and reinforcement mesh. All materials shall be asbestos free. Nonvolatile content 73%, ASTM D 4022-81. Density at 77°F, 9.1 lb./gallon, ASTM 1475- 90. Adhesion to wet surface minimum 75%, ASTM D 3409-81. VOC 330 g/l, ASTM 3960- 89.

91.2 Apply an 1/8" thick layer of mastic over repair area. Brush in reinforcement mesh removing all wrinkles. Apply second layer of mastic and install second layer of mesh extending 1" past last layer in all directions.

91.3 Always install same number of plies as removed (2 minimum).

91.4 Coat repair work as on work order.

92. Built-up roofing repairs; elastomeric mastic, with fiberglass mesh.

92.1 Elastomeric mastic and reinforcement mesh. All materials shall be asbestos free. Nonvolatile content of mastic, minimum 82%, ASTM D 4586-86. Density at 77°F, 8.1 lb./gallon, ASTM D 1475-85. Tensile at 77°F, 40 psi at 100% elongation, ASTM D 41287. Elongation at 77°F, 1,000%, at –30°F, 100%, ASTM D 412-87. MVTR 0.5-1.10 g/100 inches square/24 hours, ASTM E 398-83 (88). Flexibility at –40°F, no cracking TRC 737.

92.2 Apply an 1/8" thick layer of mastic over repair area. Brush in reinforcement mesh removing all wrinkles. Apply second layer of mastic and install second layer of mesh extending 1" past last layer in all directions.

92.3 Always install same number of plies as removed (2 minimum).

92.4 Coat repair work as on work order.

93. Built-up roofing restoration, coal tar pitch roofs.

93.1 Mastics, as needed

93.2 Cold applied, penetrating tar base resaturant. All materials shall be asbestos free. Solids by weight, minimum 55%, ASTM D 2823-75 (81). Density at 77°F, 9.6 lb./gallon, ASTM D1475-85. MVTR 0.03-0.3 g/100 inches squared/24 hours, ASTM E 398-83.

93.3 Size 6, 1/2" round river rock, ASTM D 1863-86.

93.4 Remove gravel and repair defects as outlined on work order.

93.5 Apply coal tar resaturant, 8 gallons per square, as specified by manufacturer.

93.6 Material is to be spray applied unless manufacturer only specifies brushing. A mechanical pump with a minimum ratio of 11:1 is to be used for material delivery.

93.7 Warm material for ease of delivery, but must not exceed 110°F. The material will not be thinned in any manner.

93.8 Round river rock, 1/2", shall be spread evenly on the treated mat surface at the rate of 500 lbs./ square. The aggregate shall be clean and new. Crushed coral, slag or sandstone will not be acceptable.

93.9 If only a portion of roof mat is designed for restoration, then only the same size and type of aggregate will be replaced.

94. Built-up roofing restoration, odorless, coal tar pitch or asphalt roofs.

94.1 Mastics, as needed.

94.2 Cold applied, ecologically safe, odorless base resaturant. All materials shall be asbestos free. Resaturant water content 40%, ASTM D 3792-86. Density at 77°F 8.6 lb./gallon, ASTM D 1475-85. Low temperature flexibility at 45°F, no cracking or loss of adhesion TRC 715.

94.3 Size 6, 1/2" river rock, ASTM D 1863-86.

94.4 Remove gravel and repair defects as outlined on work order.

94.5 Apply resaturant, 8 gallons per square, as specified by manufacturer.

94.6 Material is to be spray applied unless manufacturer specifies brushing only. A mechanical pump with a minimum ratio of 11:1 is to be used for material delivery. 94.7 Material should be warmed for ease of delivery, but must not exceed 110°F. The material will not be thinned in any manner.

94.7 Material should be warmed for ease of delivery, but must not exceed 110°F. The material will not be thinned in any manner.

94.8 Round river rock, 1/2", shall be spread evenly on the treated mat surface at the rate of 500 lbs./ square. The aggregate shall be clean and new. Crushed coral, slag or sandstone will not be acceptable.

94.9 If only a portion of roof mat is designed for resaturation, then only the same size and type of aggregate will be replaced.

95. Single-ply roof, CSPE, 45 mils reinforced, asbestos free, mechanically fastened.

95.1 CSPE membrane, 45 mil, reinforced with high strength polyester scrim (10 x 10).

95.2 Cleaning solvent, tri-chlorethelene.

95.3 Seam adhesive contact adhesive as supplied by membrane manufacturer.

95.4 Flash adhesive, one-part elastomer.

95.5 Seam sealer, one-part white silicone as supplied by membrane manufacturer.

95.6 Flashing sheet, CSPE, 45 mil, reinforced.

95.7 Mechanical fastener as specified by membrane manufacturer.

95.8 Starting at low edge of roof, lay roofing sheet parallel to edge of roof, being careful not to fall off. Outside edge to extend below outside edge of wood nailer a minimum of 1/2".

95.9 Install mechanical fasteners and plates at top edge of sheet, as per manufacturer's instructions.

95.10 Lay next run of roofing sheet shingle fashion onto roof surface.

95.11 Each sheet to have a 6" lap minimum. Lay all laps shingle fashion to permit drainage.

95.12 Clean all laps with approved solvent.

95.13 Adhere seams and end laps with contact adhesive, as specified by manufacturer.

95.14 Roll lap with 2" steel roller to ensure positive adhesion.

95.15 Install flashing sheet in flashing adhesive to substrate as specified.

95.16 Caulk at exposed edges of flashings and field seams with silicone sealant, as specified.

96. Single-ply roof, CSPE, 60 mils reinforced, asbestos free, mechanically fastened.

96.1 CSPE membrane, 60 mil, reinforced with high strength polyester scrim (10 x 10).

96.2 Cleaning solvent, tri-chlorethelene.

96.3 Seam adhesive; use adhesive supplied by membrane manufacturer.

96.4 Flash adhesive, one-part elastomer.

96.5 Seam sealer, one-part white silicone as supplied by membrane manufacturer.

96.6 Flashing sheet, CSPE, 60 mil, reinforced.

96.7 Mechanical fastener as specified by membrane manufacturer.

96.8 Starting at low edge of roof, lay roofing sheet parallel to edge of roof, being careful not to fall off. Outside edge to extend past outside edge of wood nailer 1/2".

96.9 Install mechanical fasteners and plates at top edge of sheet, as per manufacturer's instructions.

96.10 Lay next run of roofing sheet shingle fashion onto roof surface.

96.11 Each sheet to have a 6" lap minimum. Lay all laps shingle fashion to permit drainage.

96.12 Clean all laps with approved solvent.

96.13 Adhere seams and end laps with contact adhesive, as specified by manufacturer.

96.14 Roll lap with 2" steel roller to ensure positive adhesion.

96.15 Install flashing sheet in flashing adhesive to substrate as specified.

96.16 Caulk at exposed edges of flashings and field seams with silicone sealant, as specified.

97. Single-ply roofing repairs (CSPE, PVC, and EPDM).

97.1 Materials: single-ply membrane to match existing.

97.2 Adhesive and mastics to match existing.

97.3 Sealant to match existing.

97.4 Clean repair area.

97.5 Make repairs according to work order. All work must conformto existing systems manufacturer's specifications.

98. CSPE

98.1 Materials: single-ply membrane to match existing.

98.2 Adhesive and mastics to match existing.

98.3 Sealant to match existing.

98.4 Clean repair area.

98.5 Make repairs according to work order. All work must conformto existing systems manufacturer's specifications.

99. PVC

99.1 Materials: single-ply membrane to match existing.

99.2 Adhesive and mastics to match existing.

99.3 Sealant to match existing.

99.4 Clean repair area.

99.5 Make repairs according to work order. All work must conformto existing systems manufacturer's specifications.

100. EPDM

100.1 Materials: single-ply membrane to match existing.

100.2 Adhesive and mastics to match existing.

100.3 Sealant to match existing.

100.4 Clean repair area.

100.5 Make repairs according to work order. All work must conform to existing systems manufacturer's specifications.

101. Flashing membrane, 2 ply, Type IV or Type VI fiberglass.

101.1 Type VI fiberglass felt, ASTM D 2178-86A, Class I.

101.2 Asphalt, Type IV steep (or appropriate type), ASTM D 312-84, UL labeled.

101.3 Install two plies of felts to flashing area in a continuous mopping of specified asphalt at a rate of 30 lbs. per square per ply.

101.4 Felts not to extend over 12" above roof mat and not less than 8". Ply must extend a minimum of 4" past toe of cant.

101.5 Nail 8" on center with simplex type fasteners or apply pressure bar.

102. Flashing membrane, 1 ply polyester and 1 ply modified bitumen.

102.1 Polyester heat stabilized roofing ply sheet that meets Federal Test Method 101C-2031, ASTM D 737-87, weight 3.1 lbs./100 square feet per ASTM D 3776-85.

102.2 Modified bitumen sheet, SBS elastomer with reinforcement. Thickness 0.150 “, ASTM D 751-89.

102.3 Asphalt, Type IV steep (or appropriate type), UL class A, ASTM D 312-84.

102.4 Install flashing ply as directed by manufacturer in continuous mopping of asphalt at 30 lbs. per square per ply. Not to exceed 12” height above roof, minimum height, 8” with 4” out from toe to cant.

102.5 Nail felts 8” on center with simplex type fasteners or apply pressure bar.

103. Flashing membrane, 2 ply, polyester.

103.1 Polyester heat stabilized roofing ply sheet that meets Federal Test Method 101C-2031, ASTM D 737-75.

103.2 Final surfacing listed elsewhere.

103.3 Install flashing ply as directed by manufacturer in continuous mopping of asphalt at 30 lbs. per square per ply. Not to exceed 12” height above roof, minimum height, 8” with 4” out from toe to cant. Nail 8” on center with simplex type fasteners or apply pressure bar.

104. Flashing membrane, CSPE.

104.1 Hypalon (CSPE) reinforced, 0.045 thick elastomer molded with high strength polyester scrim that meets the following ASTM standards: D 751-79, E96-80, D 471-79, D 120484, D 2136-84, and D 413-82.

104.2 Flashing adhesive, elastomeric adhesive, one part, to meet ASTM D 276-85, D 1475-85, and D 2196-81.

104.3 Heavy fibrated asphalt mastic with penetrating oils and plasticizing agents. UL approved, to meet ASTM D 276085.

104.4 Reinforced mesh (vinyl coated, woven glass scrim, weight 1.32 lb./100 square feet) per ASTM D 146-78a, tensile strength, 75 lbf.

104.5 Install elastomeric reinforced flashing membrane in a continuous application of adhesive at rate of 15 square feet per gallon.

104.6 Remove all air, wrinkles, and voids.

104.7 Flashings to extend 4” past toe of cant onto roof surface.

104.8 Strip inner roof edge of flashing sheet with reinforced mesh and asphalt mastic.

104.9 Attach top of flashing using pressure bar mechanically attached 8” on center.

105. Flashing membrane, CSPE with aluminum coating.

105.1 Hypalon (CSPE) reinforced, 0.045 thick elastomer molded with high strength polyester scrim that meets the following ASTM standards: D 751-79, E 96-80, D 471-79, D 120484, D 2136-84, and D 413-82.

105.2 Flashing adhesive, elastomeric adhesive, one part, to meet ASTM D 276-85, D 1475-85, and D 2196-81.

105.3 Heavy fibrated asphalt mastic with penetrating oils and plasticizing agents, UL approved to meet ASTM D 2760-85.

105.4 Reinforced mesh (vinyl coated, woven glass scrim, weight 1.32 lb./100 square feet) per ASTM D 146-78a, tensile strength, 75 lbf.

105.5 Install elastomeric reinforced flashing membrane in a continuous application of adhesive at rate of 15 square feet per gallon.

105.6 Remove all air, wrinkles, and voids.

105.7 Flashings will extend 4" past toe of cant onto roof surface.

105.8 Strip inner roof edge of flashing sheet with reinforced mesh and asphalt mastic.

105.9 Attach top of flashing using pressure bar mechanically attached 8" on center.

105.10 Use primer, if requested, or per manufacturer's instructions.

105.11 Install aluminum reflective coating to roof flashings at rate of 1 gallon per 130 square feet. Two coats required.

106. Polyurethane foam roofing.

106.1 Material is two component but may not use CFC's as blowing agent. Must have rating on Spray Polyurethane Foam (SPF) from UL, Class A.

106.2 Minimum density, 2.75 pcf; minimum compression strength, 40 psi; minimum allowable slope, 1/4" to 12"; minimum thickness of foam, 1" for new, 1.5" for recover; minimum coating thickness (See .12 and .13 below). Coating shall be asbestos free. Non-volatile contents 62% by weight, 70% by volume, ASTM D 1644-88 and 5201-91. Density at 77°F 6.8 lb./gallon, ASTM D 1475-90. (Must meet manufacturer's UL rated assemblies.)

106.3 Roof prepared as on work order.

106.4 Installation shall be smooth, free from ponding in excess of 1 square foot per 100 square feet, 24 hours after secession of moisture.

106.5 Without exception, surfacing shall be installed the same day as the foam. Any foam left exposed overnight shall be ripped off and reinstalled without any additional cost.

106.6 Foam will be installed according to the most rigid industry standards. (Indicate the standards you will use.)

106.7 Random sampling: if one sample per each 10,000 square feet over the entire project (minimum three samples) show an average deficiency of coating in excess of 5%, the entire area shall be recoated with an additional 15 mils, DFT (dry film thickness), at no additional cost. Should the foam itself be deficient in depth or weight in excess of 5%, it shall be removed and replaced at no additional cost.

106.8 Polyurethane Foam shall be installed over primed concrete decks and existing built-up roofs, according to the Uniform Building Code.

106.9 To recover gravel roof systems, first remove all loose rock, dirt, dead birds, and other debris. Prime the roof.

106.10 No existing roof system may contain moisture or wet insulation prior to recover.

106.11 Infrared analysis is required of all insulated recover applications prior to spraying the foam.

106.12 Minimum Dry Film Thickness: Acrylic, 40 mils, minimum fire rating, UL 790, Class A. (Must meet manufacturer's UL rated assemblies.)

106.13 Minimum Dry Film Thickness: Silicone, 22 mils, minimum fire rating, UL 790, Class A. (Must meet manufacturer's UL rated assemblies.)

106.14 No teachers, administrators, or students will be permitted inside any building during or within two hours after the application of any spray polyurethane foam chemicals, unless state laws so require.

107. Additional Polyurethane foam coating.

107.1 Acrylic/elastomeric, UL listed, Class A, 40 DFT (must have listing with foam used).

107.2 Apply, per manufacturer's instructions (see above).

107.3 No teachers, administrators, or students will be permitted inside any building during or within two hours after the application of any foam roofing materials, even if no state law so states.

108. Single-ply roof, EDPM, 45 mils reinforced, mechanically fastened.

108.1 45 mil, EDPM membrane 10" wide maximum.

108.2 Lap cleaner, as specified by membrane manufacturer.

108.3 Lap adhesive; contact adhesive by manufacturer, or tape.

108.4 Flashing sheet and mechanical fasteners.

108.5 Hypalon coating and sand, to meet all Class A ratings.

108.6 Lap primer as specified by manufacturer.

108.7 Install roofing sheet parallel to roof edge and over nailer 1/2" minimum.

108.8 Install mechanical fasteners to top edge of sheet using a pressure bar attached 8" on center.

108.9 Laps to be 6" wide minimum.

108.10 Run all sheets parallel to roof edge to ensure good drainage.

108.11 Clean all laps with lap cleaner.

108.12 Adhere laps with adhesive and let dry.

108.13 Roll in seam using firm pressure; roll adhered seam with 2" steel roller.

108.14 Install flashing sheets to substrate using flashing adhesive.

108.15 Caulk all laps with lap sealer at the rate of 22 linear feet per gallon and tool neatly.

108.16 Terminate top flashings with pressure bar attached 8" on center.

108.17 Assembly must be UL 790, Class A rated.

109. Single-ply roof, EDPM, 60 mils fully adhered.

109.1 60 mil, EDPM membrane.

109.2 Lap cleaner, as specified by membrane manufacturer.

109.3 Lap adhesive contact adhesive by manufacturer.

109.4 Flashing sheet and mechanical fasteners.

109.5 Lap primer as specified by manufacturer.

109.6 Install roofing sheet parallel to roof edge and over nailer 1/2" minimum.

109.7 Install mechanical fasteners to top edge of sheet.

109.8 Laps to be 6" wide minimum.

109.9 Run all sheets parallel to roof edge to ensure good drainage.

109.10 Clean all laps with lap cleaner.

109.11 Adhere laps with adhesive and let dry.

109.12 Roll in seam using firm pressure; roll adhered seam with 2" steel roller.

109.13 Install flashing sheets to substrate using flashing adhesive.

109.14 Caulk all laps with lap sealer at the rate of 22 linear feet per gallon and tool neatly.

109.15 Terminate top flashings with pressure bar attached 8" on center.

109.16 Assembly must be UL 790, Class A rated.

110. Built-up roof, base sheet with 3 plies trilaminate ply, cold process adhesive (25-year roof).

110.1 Fiberglass base ply, 33 lb., polyester/glass/polyester trilaminate reinforcement exceeding the requirements of ASTM D 4601-91, Type II.

110.2 Cold asphalt adhesive, UL approved, applied at 2.5 gallons per 100 square feet, inner ply. Must meet SCAQMD VOC limits and contain no asbestos as per ASTM D 276-87.

110.3 Top surfacing as specified elsewhere.

110.4 Install base and three plies with cold asphalt adhesive at the rate of 2.5 gallons per square per ply.

110.5 Plies to extend to top of cants and nail 8" o.c.

110.6 Wood nailers to provide membrane termination. Nail per manufacturer recommendation.

110.7 Manufacturer must approve final system.

111. Built-up roof, surface with premium asphalt, and gravel.

111.1 Premium III asphalt, ASTM D 312-89 high quality steep asphalt, process from highly monitored asphalt flux.

111.2 Apply Premium III asphalt where specified by work order at minimum rate of 25 lbs. per square foot.

111.3 Roof gravel, size 6, ASTM D 1863-86.

111.4 If on work order, prime roof surface with asphalt primer.

111.5 Broadcast roof gravel at a rate of 500 lbs. per square.

111.6 Rake gravel smooth.

112. Built-up roof, surface with Fire Retardant Aluminum coating or paint, single coat.

112.1 Fire rated, asphalt based, fibrated aluminum roof coating formulated with a blend of rust inhibiting oils. Is asbestos free and meets VOC requirements established by the US EPA for metallic pigmented Architectural Coatings. Exceeds the requirements of ASTM D 2824, Type III.

112.2 Smooth asphalt built-up roof surfaces and modified bitumen surfaces: Apply 2-1/2 to 3 gallons per SQ (1.0 to 1.2 L/m2) maximum.

112.3 Metal surfaces: 2 gallons per SQ (.08 L/m2). Coverage will vary based on texture and porosity of surface.

113. Modified bitumen roof, base sheet, cap sheet, cold Modified Bitumen Adhesive.

113.1 Fiberglass base ply, 33 lb., Type G-2, to meet ASTM D 4601-86, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM, approved by manufacturer.

113.2 Cold process asphalt adhesive 2 gals/SQ (.8 L/m2) per ply.

113.3 Modified bitumen sheet, SBS elastomers with reinforcement. Thickness: 0.160,' ASTM D 751-89. Tensile strength, 148 MD and 122 CD lbf/in., ASTM D 2523-84 at 0°F. Puncture meets FTMS 101C 2031 (modified).

113.4 Install modified bitumen sheet in a uniform and continuous application of adhesive. Side laps 4" (100mm) minimum; end laps 6" (150mm) minimum. To assure complete and uniform adhesion, adhesive should exude past lap edges. Install flashings as specified.

114. Built-up roof, 3 plies fiberglass felts, Type IV Asphalt.

114.1 Ply sheet, G-1, Type VI; asphalt Type IV steep (or appropriate Type), UL, Class A, ASTM D-312-84.

114.2 Prepare substrate as required by prime contractor.

114.3 Continuously mop plies. Felts are to be installed in shingle fashion.

114.4 Plies are to be adhered with approved asphalt at the rate of 25 lbs. per square per ply.

114.5 All felts are to be broomed when applied.

114.6 Fishmouths, voids, wrinkles and other ugliness will not be accepted.

114.7 Extend all plies 1"-2" above cant and seal.

114.8 If required, install glaze coat of asphalt at the rate of 15 lbs. per square.

114.9 Prime contractor must approve final roofing system, and then surface is topped. Top surfacing as specified elsewhere.

115. Single-ply roof, 45 mils fully adhered with bonding adhesive.

115.1 45 mil white thermoplastic single ply comprised of an elastomeric tri-polymer alloy based on Elvaloy and blended with CPE and PVC. Membrane is asbestos free and exceeds the performance requirements of ASTM D 6754-02.

115.2 Apply bonding adhesive in a uniform continuous application onto approved substrate 80 to 100 sq. ft./gal (2.0 – 2.5 m2/L).

115.3 Allow adhesive to become tacky prior to placing membrane into the adhesive. Do not allow adhesive to fully dry prior to placing membrane.

115.4 Place membrane into adhesive and broom immediately. Overlap at side laps.

115.5 3" (76mm) minimum. Overlap at end lap 2" (51mm) minimum.

115.6 Do not apply adhesive over membrane in end lap area. Seal end lap using 45 mil roof membrane (without fleece). Heat weld membrane strip over end lap. Stagger all end laps.

115.7 Heat weld seams according to manufacturer's specifications.

115.8 Provide mechanical attachment of roof membrane at roof perimeter, walls, expansion joints, and all other projections. Follow recommendations of Factory Mutual Loss Prevention Data Sheets 1-28, 1-29, and 1-49.

116. Single-ply roof, TPA Fleece Back, 45 mils fully adhered with hot asphalt.

116.1 45 mil white thermoplastic single ply comprised of an elastomeric tri-polymer alloy based on Elvaloy and blended with CPE and PVC. Membrane is asbestos free and exceeds the performance requirements of ASTM D 6754-02.

116.2 Apply asphalt Type IV steep (or appropriate Type) ASTM D-312-84 in a uniform continuous application onto approved substrate 25 lbs/SQ (1.25 kg/m2).

116.3 Place membrane into adhesive and broom immediately. Overlap at side laps.

116.4 3" (76mm) minimum. Overlap at end lap 2" (51mm) minimum.

116.5 Do not apply adhesive over membrane in end lap area. Seal end lap using 45 mil roof membrane (without fleece). Heat weld membrane strip over end lap. Stagger all end laps.

116.6 Heat weld seams according to manufacturer's specifications.

116.7 Provide mechanical attachment of roof membrane at roof perimeter, walls, expansion joints, and all other projections. Follow recommendations of Factory Mutual Loss Prevention Data Sheets 1-28, 1-29, and 1-49.

117. Single-ply roof, 45 mils mechanically attached.

117.1 45 mil white thermoplastic single ply comprised of an elastomeric tri-polymer alloy based on Elvaloy and blended with CPE and PVC. Membrane is asbestos free and exceeds the performance requirements of ASTM D 6754-02.

117.2 Start at the low point of the roof and position a half-width (39" or 991mm)

117.3 Roll roof membrane square with the roof edge. Avoid wrinkles.

117.4 Reposition when necessary.

117.5 Mechanically attach underlying sheet at the lap to the structural deck with fasteners and 2 3/8" (60mm) diameter barbed membrane plates spaced at 6" (153mm) on center (or as specified) down the entire lap with the disc centered 1 1/8" (29mm) from the sheet edge.

117.6 Overlap at side lap: 4.5" (114mm) minimum. Overlap at end lap 3" (76mm) minimum.

117.7 The minimum number of half-width rolls required at the perimeter is 2. Determine the perimeter width as described in Section 2.2 of Factory Mutual Loss Prevention Data Sheet 1- 28.

117.8 Install the required number of half-width perimeter rolls along the roof edges both parallel and perpendicular to the roll direction in the field of the roof. Overlap perimeter sheets in the corner areas with perimeter fasteners rows installed through both membranes in both directions. Install a minimum 6-inch (150mm) wide cover strip centered over the fastener rows.

118. Base sheet mechanically attached with 3 plies fiberglass felts, Type 1 - Coal Tar Pitch.

118.1 Fiberglass base ply, 33 lb., Type G-2, ASTM D 4601-86 average tensile, 80 psi, approved by manufacturer.

118.2 Nail base sheet per manufacturer's instruction.

118.3 Type I low slope coal tar pitch, ASTM D 450-96.

118.4 Type VI fiberglass felt, ASTM D 2178-86A, Class I.

118.5 Apply the specified roofing plies at an interply coverage rate of 25 lb/100 ft2 (1.2 kg/m2).

118.6 Surfacing Options: Apply tar over roof surface at 70 lb/100 ft2 (3.4 kg/m2) +/- 20%. Immediately broadcast 440 lb/100 ft2 (19.5 kg/m2) of new, clean gravel or 300 lb/100 ft2 (14.6 kg/m2) of slag into adhesive. Aggregate shall conform to ASTM D 186393, size 6 or 67. A light colored aggregate must be used.

119. Base sheet mechanically attached with 3 plies Organic felts, Type 1 - Coal Tar Pitch.

119.1 Nail base sheet per manufacturer's instructions.

119.2 Type I low slope coal tar pitch, ASTM D 450-96.

119.3 #30 Organic felts, ASTM D226-89.

119.4 Apply the specified roofing plies at an interply coverage rate of 25 lb/100 ft2 (1.2 kg/m2).

119.5 Surfacing Options: Apply tar over roof surface at 70 lb/100 ft2 (3.4 kg/m2) +/- 20%. Immediately broadcast 440 lb/100 ft2 (19.5 kg/m2) of new, clean gravel or 300 lb/100 ft2 (14.6 kg/m2) of slag into adhesive. Aggregate shall conform to ASTM D 186393, size 6 or 67. A light colored aggregate must be used.

120. Built-up roof, 4 plies Fiberglass felts, Type 1 Coal Tar Pitch.

120.1 Type I low slope coal tar pitch, ASTM D 450-96.

120.2 Type VI fiberglass felt, ASTM D 2178-86A, Class I.

120.3 Apply the specified roofing plies at an interply coverage rate of 25 lb/100 ft2 (1.2 kg/m2).

120.4 Surfacing Options: Apply tar over roof surface at 70 lb/100 ft2 (3.4 kg/m2) +/- 20%. Immediately broadcast 440 lb/100 ft2 (19.5 kg/m2) of new, clean gravel or 300 lb/100 ft2 (14.6 g/m2) of slag into adhesive. Aggregate shall conform to ASTM D 186393, size 6 or 67. A light colored aggregate must be used.

121. Built-up roof, 4 plies Organic felts, Type 1 Coal Tar Pitch.

121.1 Type I low slope coal tar pitch, ASTM D 450-96.

121.2 #30 Organic felts, ASTM D226-89.

121.3 Apply the specified roofing plies at an interply coverage rate of 25 lb/100 ft2 (1.2kg/m2).

121.4 Surfacing Options: Apply tar over roof surface at 70 lb/100 ft2 (3.4 kg/m2) +/- 20%. Immediately broadcast 440 lb/100 ft2 (19.5 kg/m2) of new, clean gravel or 300 lb/100 ft2 (14.6kg/m2) of slag into adhesive. Aggregate shall conform to ASTM D 186393, size 6 or 67. A light colored aggregate must be used.

122. Built-up roof, surface with hot Coal Tar Pitch and Gravel.

122.1 Type I low slope coal tar pitch, ASTM D 450-96.

122.2 Surfacing Options: Apply tar over roof surface at 70 lb/100 ft2 (3.4 kg/m2) +/- 20%. Immediately broadcast 440 lb/100 ft2 (19.5 kg/m2) of new, clean gravel or 300 lb/100 ft2 (14.6 kg/m2) of slag into adhesive. Aggregate shall conform to ASTM D 186393, size 6 or 67. A light colored aggregate must be used.

123. Single-ply repairs using 2 coat polyurethane, elastomeric coating system.

123.1 Fire resistant two coat, polyurethane, elastomeric coating system.

123.2 The system consists of a single component, moisture cure, high performance, aliphatic urethane finish coat.

123.3 Base coat coverage: 1 ½ gal/SQ (0.6 l/m2) minimum.

123.4 Finish coat coverage: 1 gal/SQ (0.4 l/m2) minimum.

124. Single-ply repairs at laps or defects using 2 coats elastomeric coating system with reinforcement.

124.1 Fire resistant two coat, polyurethane, elastomeric coating system.

124.2 The system consists of a single component, moisture cure, high performance, aliphatic urethane finish coat.

124.3 Seam repair: 3.0 gal/SQ (1.2 l/m2) minimum.

124.4 150 lf/gal (12 linear meters/l).

125. Single ply roof, TPA fleece back, 60 mils fully adhered with hot asphalt.

125.1 60 mil white thermoplastic single ply comprised of an elastomeric tri-polymer alloy based on Elvaloy and blended with CPE and PVC. Membrane is asbestos free and exceeds the performance requirements of ASTM D 6754-02.

125.2 Apply asphalt Type IV steep (or appropriate Type) ASTM D-312-84 in a uniform continuous application onto approved substrate 25 lbs/SQ (1.25 kg/m2).

125.3 Place membrane into adhesive and broom immediately. Overlap at side laps.

125.4 3" (76mm) minimum. Overlap at end lap 2" (51mm) minimum.

125.5 Do not apply adhesive over membrane in end lap area. Seal end lap using 45 mil roof membrane (without fleece). Heat weld membrane strip over end lap. Stagger all end laps.

125.6 Heat weld seams according to manufacturer's specifications.

125.7 Provide mechanical attachment of roof membrane at roof perimeter, walls, expansion joints, and all other projections. Follow recommendations of Factory Mutual Loss Prevention Data Sheets 1-28, 1-29, and 1-49.

126. Single-ply roof 60 mils fully adhered with bonding adhesive.

126.1 60 mil white thermoplastic single ply comprised of an elastomeric tri-polymer alloy based on Elvaloy and blended with CPE and PVC. Membrane is asbestos free and exceeds the performance requirements of ASTM D 6754-02.

126.2 Apply bonding adhesive in a uniform continuous application onto approved substrate 80 to 100 sq. ft./gal (2.0 – 2.5 m2/L).

126.3 Allow adhesive to become tacky prior to placing membrane into the adhesive. Do not allow adhesive to fully dry prior to placing membrane.

126.4 Place membrane into adhesive and broom immediately. Overlap at side laps.

126.5 3" (76mm) minimum. Overlap at end lap 2" (51mm) minimum.

126.6 Do not apply adhesive over membrane in end lap area. Seal end lap using 45 mil roof membrane (without fleece). Heat weld membrane strip over end lap. Stagger all end laps.

126.7 Heat weld seams according to manufacturer's specifications.

126.8 Provide mechanical attachment of roof membrane at roof perimeter, walls, expansion joints, and all other projections. Follow recommendations of Factory Mutual Loss Prevention Data Sheets 1-28, 1-29, and 1-49.

127 Built-up roof, 1 ply Trilaminate, 1 ply Modified Bitumen Sheet, fire rated.

127.1 Polyester/glass/polyester trilaminate reinforcement coated with waterproofing asphalt which exceeds the requirements of ASTM D 4601-98, Type II.

127.2 Modified bitumen sheet, SBS elastomers with reinforcement. Thickness: 0.160,' ASTM D 751-89; Tensile strength, 148 MD and 122 CD lbf/in., ASTM D 2523-84 at 0°F. Puncture meets FTMS 101C 2031 (modified).

128. Masonry

129. Brick, remove and reset, 1 to 50 square feet.

129.1 Brick must match existing in color and size. Must conform to ASTM C 216, grade MW, Type FBX. Common brick should meet ASTM C 62-75A-SW.

129.2 Type I Portland cement, ASTM C 150 or Type IA, ASTM C 150.

129.3 Masonry cement, ASTM C 91.

129.4 Hydrated lime, Type S, ASTM C 207.

129.5 Water must be clean, potable, and wet.

129.6 Admixture shall be integral treatment to reduce water content and shrinkage.

129.7 Fine aggregate, clean natural sand conforming to ASTM C 144.

129.8 Mortar mix shall be 1/2/8 mix made from specified materials.

129.9 Prime contractor provides material, labor, and equipment to perform work.

129.10 Using chisels, grinders, and hand tools, remove brick and/or joint.

129.11 Clean all mortar from repair area.

129.12 Mortar mix shall be 1/2/8 made from above materials using a minimum amount of water to make a workable mix.

129.13 All units shall be laid with properly mortared vertical and horizontal joints. Units will not be moved or shifted once put in place. All joints to be worked full of mortar.

129.14 Joints to match existing, approximately 3/8", neatly concave and tooled.

129.15 Work shall be cleaned free of loose mortar.

129.16 Masonry work shall be laid up in a running bond with reinforcement every 16" vertical or as specified on approved work order.

130. Brick, remove and reset, over 50 square feet.

130.1 Brick must match existing in color and size. Must conform to ASTM C 216, grade MW, Type FBX. Common brick should meet ASTM C 62-75A-SW.

130.2 Type I Portland cement, ASTM C 150 or Type IA, ASTM C 150.

130.3 Masonry cement, ASTM C 91.

130.4 Hydrated lime, Type S, ASTM C 207.

130.5 Water should be clean, potable and mountain fresh.

130.6 Admixture shall be integral treatment to reduce water content and shrinkage.

130.7 Fine aggregate, clean natural sand conforming to ASTM C 144.

130.8 Mortar mix shall be 1/2/8 mix made from specified materials.

130.9 Prime contractor provides material, labor, and equipment to perform work.

130.10 Using chisels, grinders, and hand tools, remove brick and/or joint.

130.11 Clean all mortar from repair area.

130.12 Mortar mix shall be 1/2/8 made from above materials using a minimum amount of water to make a workable mix.

130.13 All units shall be laid with properly mortared vertical and horizontal joints. Units will not be moved or shifted once put in place. All joints to be worked full with mortar.

130.14 Joints to match existing, approximately 3/8", neatly concave and tooled.

130.15 Work shall be cleaned free of loose mortar.

130.16 Masonry work shall be laid up in a running bond with reinforcement every 16" vertical or as specified on approved work order.

131. Block, remove and reset.

131.1 Block must match existing in color and size. Must conform to ASTM C 216, grade MW, Type FBX. Block should meet ASTM C 62-75A-SW.

131.2 Type I Portland cement, ASTM C 150 or Type IA, ASTM C 150.

131.3 Masonry cement, ASTM C 91.

131.4 Hydrated lime, Type S, ASTM C 207.

131.5 Water, clean, potable. Bottled water may be used.

131.6 Admixture shall be integral treatment to reduce water content and shrinkage.

131.7 Fine aggregate, clean natural sand conforming to ASTM C 144.

131.8 Mortar mix shall be 1/2/8 mix made from specified materials.

131.9 Prime contractor provides material, labor, and equipment to perform work.

131.10 Using chisels, grinders, and hand tools, remove brick and/or joint.

131.11 Clean all mortar from repair area.

131.12 All units shall be laid with properly mortared vertical and horizontal joints. Units will not be moved or shifted once put in place. All joints to be worked full with mortar.

131.13 Joints to match existing, approximately 3/8", neatly concave and tooled.

131.14 Work shall be cleaned free of loose mortar.

131.15 Masonry work shall be laid up in a running bond with reinforcement every 16" vertical or as specified on approved work order.

131.16 All must comply with most current OSHA, NRCA, EPA, and local building codes and regulations; fall protection as required.

132. Coping stones, remove and reset.

132.1 Coping stones must match existing in color and size.

132.2 Type I Portland cement, ASTM C 150.

132.3 Masonry cement, ASTM C 91.

132.4 Hydrated lime, Type S, ASTM C 207.

132.5 Water, clean, potable, and wet.

132.6 Admixture shall be integral treatment to reduce water content and shrinkage.

132.7 Fine aggregate, clean natural sand conforming to ASTM C 144.

132.8 Mortar mix shall be 1/2/8 mix made from specified materials.

132.9 Prime contractor provides material, labor, and equipment to perform work.

132.10 Carefully remove coping stones. Remove all mortar and residue from parapet wall.

132.11 Mortar mix shall be 1/2/8 made from above materials using a minimum amount of water to make a workable mix.

132.12 Apply mortar mix to top of parapet and do not contaminate face of the building.

132.13 Set cleaned coping stones in place leaving 3/8" joint between stones.

132.14 Waterproof joints and stones as specified on approved work order.

132.15 All work must comply with most current OSHA, NRCA, EPA, and local building codes and regulations; fall protection as required.

133. Brick, block or coping removal.

133.1 Remove brick, block, or coping.

133.2 Use power or hand tools to remove units as required without damage to remaining masonry units.

133.3 Finish any remaining mortar and masonry units to match remaining and ensure watertight integrity of surrounding work area.

133.4 Use appropriate trades as local law requires.

133.5 New work shall be completed in neat and professional manner. Joints shall match surrounding shapes and styles.

133.6 Waterproof as specified elsewhere, as required.

133.7 All work must comply with most current OSHA, NRCA, EPA, and local building codes and regulations; fall protection as required.

134. Brick, block and brick exterior wall maintenance, repair and application of protective coatings.

134.1 Classification of building heights.

134.2 High rise is defined as a building with six or more floors.

134.3 Low rise is defined as a building with five or less floors.

135. Selective Demolition of Concrete Block Masonry Units (CMU) with perimeter saw cutting-swingstage 4", 6" and 8" block (high-rise).

135.1 Provide sidewalk protection below as required by local jurisdiction.

135.2 Swingstage set up and safety requirements as per local jurisdiction and OSHA requirements.

135.3 Rake out loose mortar around masonry unit to be removed.

135.4 Saw cut mortar joint around masonry unit a minimum of 1" deep using handheld saws with a dust suction attachment.

135.5 Cut out full units from joint to joint and in a manner to permit replacement with full size units without damaging surrounding masonry.

135.6 Support and protect remaining masonry that surrounds removal area.

135.7 Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.

135.8 Dispose of demolished material in a legal manner.

136. Selective Demolition of Brick Masonry Units with perimeter saw cutting - swingstage one, two, and three wythe (high-rise).

136.1 Provide Sidewalk protection below as required by local jurisdiction.

136.2 Swingstage set up and safety requirements as per local jurisdiction and OSHA requirements.

136.3 Rake out loose mortar around brick masonry unit to be removed.

136.4 Sawcut mortar joint around brick masonry unit a minimum of 1" deep using handheld saws with a dust suction attachment.

136.5 Cut out full units from joint to joint and in a manner to permit replacement with full size units without damaging surrounding masonry.

136.6 Support and protect remaining brick masonry that surrounds removal area.

136.7 Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.

136.8 Dispose of demolished material in a legal manner.

137. Selective Demolition of Brick Masonry Units with perimeter saw cutting - scaffolding one, two and three wythe (low-rise).

137.1 Provide sidewalk protection below as required by local jurisdiction.

137.2 Scaffolding set up and safety requirements as per local jurisdiction and OSHA requirements.

137.3 Rake out loose mortar around brick masonry unit to be removed.

137.4 Sawcut mortar joint around brick masonry unit a minimum of 1" deep using handheld saws with a dust suction attachment.

137.5 Cut out full units from joint to joint and in a manner to permit replacement with full size units without damaging surrounding masonry.

137.6 Support and protect remaining brick masonry that surrounds removal area.

137.7 Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.

137.8 Dispose of demolished material in a legal manner.

138. Selective Demolition of Mortar Joint with Perimeter Sawcutting – Swingstage (high-rise)

138.1 Set up swingstage as per local jurisdiction and OSHA requirements.

138.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

138.3 Provide all labor, tools and equipment required for removal of mortar.

138.4 Rake out, cut out old mortar with a chisel and mallet from joints to the required depth.

138.5 Remove mortar to the required depth and width using power grinders, but not less than that required to expose sound, un-weathered mortar.

138.6 Remove mortar from masonry surface within raked out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar.

138.7 Brush, vacuum, or flush joints to remove dirt and loose debris.

138.8 Do not spall edges of masonry units or widen joints. Replace damaged masonry units.

139. Removal of existing mortar (½" wide by ¾" depth)

139.1 Set up swingstage as per local jurisdiction and OSHA requirements.

139.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

139.3 Provide all labor, tools and equipment required for removal of mortar.

139.4 Rake out, cut out old mortar with a chisel and mallet from joints to the required depth.

139.5 Remove mortar to the required depth and width using power grinders, but not less than that required to expose sound, un-weathered mortar.

139.6 Remove mortar from masonry surface within raked out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar.

139.7 Brush, vacuum, or flush joints to remove dirt and loose debris.

139.8 Do not spall edges of masonry units or widen joints. Replace damaged masonry units.

140. Removal of existing mortar (¾" wide by ¾" depth)

140.1 Set up swingstage as per local jurisdiction and OSHA requirements.

140.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

140.3 Provide all labor, tools and equipment required for removal of mortar.

140.4 Rake out, cut out old mortar with a chisel and mallet from joints to the required depth.

140.5 Remove mortar to the required depth and width using power grinders, but not less than that required to expose sound, un-weathered mortar.

140.6 Remove mortar from masonry surface within raked out joints to provide reveals with squarebacks and to expose masonry for contact with pointing mortar.

140.7 Brush, vacuum, or flush joints to remove dirt and loose debris.

140.8 Do not spall edges of masonry units or widen joints. Replace damaged masonry units.

141. Removal of existing mortar (½" wide by 1½" depth)

141.1 Set up swingstage as per local jurisdiction and OSHA requirements.

141.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

141.3 Provide all labor, tools and equipment required for removal of mortar.

141.4 Rake out, cut out old mortar with a chisel and mallet from joints to the required depth.

141.5 Remove mortar to the required depth and width using power grinders, but not less than that required to expose sound, un-weathered mortar.

141.6 Remove mortar from masonry surface within raked out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar.

141.7 Brush, vacuum, or flush joints to remove dirt and loose debris.

141.8 Do not spall edges of masonry units or widen joints. Replace damaged masonry units.

141.9 Removal of swingstage as per local jurisdiction and OSHA requirements.

142. Removal of existing mortar (¾" wide by 1½" depth).

142.1 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

142.2 Provide all labor, tools and equipment required for removal of mortar.

142.3 Rake out, cut out old mortar with a chisel and mallet from joints to the required depth.

142.4 Remove mortar to the required depth and width using power grinders, but not less than that required to expose sound, un-weathered mortar.

142.5 Remove mortar from masonry surface within raked out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar.

142.6 Brush, vacuum, or flush joints to remove dirt and loose debris.

142.7 Do not spall edges of masonry units or widen joints. Replace damaged masonry units. existing mortar (¾" wide by 1½" depth)

143. Selective Demolition of Mortar Joint with Perimeter Sawcutting – Scaffolding (low-rise)

144. Removal of existing mortar (½" wide by ¾" depth)

144.1 Set up scaffolding as per local jurisdiction and OSHA requirements.

144.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

144.3 Provide all labor, tools and equipment required for removal of mortar.

144.4 Rake out, cut out old mortar with a chisel and mallet from joints to the required depth.

144.5 Remove mortar to the required depth and width using power grinders, but not less than that required to expose sound, un-weathered mortar.

144.6 Remove mortar from masonry surface within raked out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar.

144.7 Brush, vacuum, or flush joints to remove dirt and loose debris.

144.8 Do not spall edges of masonry units or widen joints. Replace damaged masonry units.

145. Removal of existing mortar (¾" wide by ¾" depth)

145.1 Set up scaffolding as per local jurisdiction and OSHA requirements.

145.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

145.3 Provide all labor, tools and equipment required for removal of mortar.

145.4 Rake out, cut out old mortar with a chisel and mallet from joints to the required depth.

145.5 Remove mortar to the required depth and width using power grinders, but not less than that required to expose sound, un-weathered mortar.

145.6 Remove mortar from masonry surface within raked out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar.

145.7 Brush, vacuum, or flush joints to remove dirt and loose debris.

145.8 Do not spall edges of masonry units or widen joints. Replace damaged masonry units.

146. Removal of existing mortar (½" wide by 1½" depth)

146.1 Set up scaffolding as per local jurisdiction and OSHA requirements.

146.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

146.3 Provide all labor, tools and equipment required for removal of mortar.

146.4 Rake out, cut out old mortar with a chisel and mallet from joints to the required depth.

146.5 Remove mortar to the required depth and width using power grinders, but not less than that required to expose sound, un-weathered mortar.

146.6 Remove mortar from masonry surface within raked out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar.

146.7 Brush, vacuum, or flush joints to remove dirt and loose debris.

146.8 Do not spall edges of masonry units or widen joints. Replace damaged masonry units.

147. Removal of existing mortar (¾" wide by 1½" depth)

147.1 Set up scaffolding as per local jurisdiction and OSHA requirements.

147.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

147.3 Provide all labor, tools and equipment required for removal of mortar.

147.4 Rake out, cut out old mortar with a chisel and mallet from joints to the required depth.

147.5 Remove mortar to the required depth and width using power grinders, but not less than that required to expose sound, un-weathered mortar.

147.6 Remove mortar from masonry surface within raked out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar.

147.7 Brush, vacuum, or flush joints to remove dirt and loose debris.

147.8 Do not spall edges of masonry units or widen joints. Replace damaged masonry units.

148. New Pointing Work – Swingstage (high-rise)

149. Furnish and install new mortar (½" wide by ¾" depth)

149.1 Set up swingstage as per local jurisdiction and OSHA requirements.

149.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

149.3 Rinse masonry-joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at the time of pointing, excess water has evaporated or run off and joint surfaces are damp but free of standing water.

149.4 Apply the first layer of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8" until a uniform depth is

formed. Compact each layer thoroughly and allow it to become thumbprint hard before applying the next layer.

149.5 After joints have been filled to a uniform depth, place remaining pointing mortar in 3 layers, with first and second layers each filling about two-fifths of joint depth; third layer, the remaining one-fifth. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing bricks have rounded edges, slightly recess final layer from face. Take care not to spread mortar over edges onto exposed masonry surfaces or to featheredge mortar.

149.6 When mortar is thumbprint hard, tool joints to match original appearance of joints, unless otherwise indicated. Remove excess mortar from edge of joint by brushing.

149.7 Cure mortar by maintaining in a damp condition for at least 72 hours.

149.8 Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

149.9 After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use stiff nylon or fiber brushes and clean water, spray applied at a low pressure.

149.10 Do not use metal scrapers or brushes.

149.11 Do not use acidic or alkaline cleaners.

150. Furnish and install new mortar (¾" wide by ¾" depth)

150.1 Set up swingstage as per local jurisdiction and OSHA requirements.

150.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

150.3 Rinse masonry-joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at the time of pointing, excess water has evaporated or run off and joint surfaces are damp but free of standing water.

150.4 Apply the first layer of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8" until a uniform depth is formed. Compact each layer thoroughly and allow it to become thumbprint hard before applying the next layer.

150.5 After joints have been filled to a uniform depth, place remaining pointing mortar in 3 layers, with first and second layers each filling about two-fifths of joint depth; third layer, the remaining one-fifth. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing bricks have rounded edges, slightly recess final layer from face. Take care not to spread mortar over edges onto exposed masonry surfaces or to featheredge mortar.

150.6 When mortar is thumbprint hard, tool joints to match original appearance of joints, unless otherwise indicated. Remove excess mortar from edge of joint by brushing.

150.7 Cure mortar by maintaining in a damp condition for at least 72 hours.

150.8 Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

150.9 After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use stiff nylon or fiber brushes and clean water, spray applied at a low pressure.

150.10 Do not use metal scrapers or brushes.

150.11 Do not use acidic or alkaline cleaners.

151. Furnish and install new mortar (½" wide by 1 ½" depth)

151.1 Set up swingstage as per local jurisdiction and OSHA requirements.

151.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

151.3 Rinse masonry-joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at the time of pointing, excess water has evaporated or run off and joint surfaces are damp but free of standing water.

151.4 Apply the first layer of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8" until a uniform depth is formed. Compact each layer thoroughly and allow it to become thumbprint hard before applying the next layer.

151.5 After joints have been filled to a uniform depth, place remaining pointing mortar in 3 layers, with first and second layers each filling about two-fifths of joint depth; third layer, the remaining one-fifth. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing bricks have rounded edges, slightly recess final layer from face. Take care not to spread mortar over edges onto exposed masonry surfaces or to featheredge mortar.

151.6 When mortar is thumbprint hard, tool joints to match original appearance of joints, unless otherwise indicated. Remove excess mortar from edge of joint by brushing.

151.7 Cure mortar by maintaining in a damp condition for at least 72 hours.

151.8 Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

151.9 After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use stiff nylon or fiber brushes and clean water, spray applied at a low pressure.

151.10 Do not use metal scrapers or brushes.

151.11 Do not use acidic or alkaline cleaners.

152. Furnish and install new mortar (¾" wide by 1 ½" depth)

152.1 Set up swingstage as per local jurisdiction and OSHA requirements.

152.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

152.3 Rinse masonry-joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at the time of pointing, excess water has evaporated or run off and joint surfaces are damp but free of standing water.

152.4 Apply the first layer of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8" until a uniform depth is formed. Compact each layer thoroughly and allow it to become thumbprint hard before applying the next layer.

152.5 After joints have been filled to a uniform depth, place remaining pointing mortar in 3 layers, with first and second layers each filling about two-fifths of joint depth; third layer, the remaining one-fifth. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing bricks have rounded edges, slightly recess final layer from face. Take care not to spread mortar over edges onto exposed masonry surfaces or to featheredge mortar.

152.6 When mortar is thumbprint hard, tool joints to match original appearance of joints, unless otherwise indicated. Remove excess mortar from edge of joint by brushing.

152.7 Cure mortar by maintaining in a damp condition for at least 72 hours.

152.8 Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

152.9 After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use stiff nylon or fiber brushes and clean water, spray applied at a low pressure.

152.10 Do not use metal scrapers or brushes.

152.11 Do not use acidic or alkaline cleaners.

153. New Pointing Work – Scaffolding (low-rise)

154. Furnish and install new mortar (½" wide by ¾" depth)

154.1 Set up scaffolding as per local jurisdiction and OSHA requirements.

154.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

154.3 Rinse masonry-joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at the time of pointing, excess water has evaporated or run off and joint surfaces are damp but free of standing water.

154.4 Apply the first layer of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8" until a uniform depth is formed. Compact each layer thoroughly and allow it to become thumbprint hard before applying the next layer.

154.5 After joints have been filled to a uniform depth, place remaining pointing mortar in 3 layers with first and second layers each filling about two-fifths of joint depth; third layer, the remaining one-fifth. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing bricks have rounded edges, slightly recess final layer from face. Take care not to spread mortar over edges onto exposed masonry surfaces or to featheredge mortar.

154.6 When mortar is thumbprint hard, tool joints to match original appearance of joints, unless otherwise indicated. Remove excess mortar from edge of joint by brushing.

154.7 Cure mortar by maintaining in a damp condition for at least 72 hours.

154.8 Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

154.9 After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use stiff nylon or fiber brushes and clean water, spray applied at a low pressure.

154.10 Do not use metal scrapers or brushes.

154.11 Do not use acidic or alkaline cleaners.

155. Furnish and install new mortar (¾" wide by ¾" depth)

155.1 Set up scaffolding as per local jurisdiction and OSHA requirements.

155.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

155.3 Rinse masonry-joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at the time of pointing, excess water has evaporated or run off and joint surfaces are damp but free of standing water.

155.4 Apply the first layer of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8" until a uniform depth is formed. Compact each layer thoroughly and allow it to become thumbprint hard before applying the next layer.

155.5 After joints have been filled to a uniform depth, place remaining pointing mortar in 3 layers with first and second layers each filling about two-fifths of joint depth; third layer, the remaining one-fifth. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing bricks have rounded edges, slightly recess final layer from

face. Take care not to spread mortar over edges onto exposed masonry surfaces or to featheredge mortar.

155.6 When mortar is thumbprint hard, tool joints to match original appearance of joints, unless otherwise indicated. Remove excess mortar from edge of joint by brushing.

155.7 Cure mortar by maintaining in a damp condition for at least 72 hours.

155.8 Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

155.9 After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use stiff nylon or fiber brushes and clean water, spray applied at a low pressure.

155.10 Do not use metal scrapers or brushes.

155.11 Do not use acidic or alkaline cleaners.

156. Furnish and install new mortar (½" wide by 1 ½" depth)

156.1 Set up scaffolding as per local jurisdiction and OSHA requirements.

156.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

156.3 Rinse masonry-joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at the time of pointing, excess water has evaporated or run off and joint surfaces are damp but free of standing water.

156.4 Apply the first layer of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8" until a uniform depth is formed. Compact each layer thoroughly and allow it to become thumbprint hard before applying the next layer.

156.5 After joints have been filled to a uniform depth, place remaining pointing mortar in 3 layers with first and second layers each filling about two-fifths of joint depth; third layer, the remaining one-fifth. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing bricks have rounded edges, slightly recess final layer from face. Take care not to spread mortar over edges onto exposed masonry surfaces or to featheredge mortar.

156.6 When mortar is thumbprint hard, tool joints to match original appearance of joints, unless otherwise indicated. Remove excess mortar from edge of joint by brushing.

156.7 Cure mortar by maintaining in a damp condition for at least 72 hours.

156.8 Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

156.9 After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use stiff nylon or fiber brushes and clean water, spray applied at a low pressure.

156.10 Do not use metal scrapers or brushes.

156.11 Do not use acidic or alkaline cleaners.

157. Furnish and install new mortar (¾" wide by 1 ½" depth)

157.1 Set up scaffolding as per local jurisdiction and OSHA requirements.

157.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

157.3 Rinse masonry-joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at the time of pointing, excess water has evaporated or run off and joint surfaces are damp but free of standing water.

157.4 Apply the first layer of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8" until a uniform depth is

formed. Compact each layer thoroughly and allow it to become thumbprint hard before applying the next layer.

157.5 After joints have been filled to a uniform depth, place remaining pointing mortar in 3 layers with first and second layers each filling about two-fifths of joint depth; third layer, the remaining one-fifth. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing bricks have rounded edges, slightly recess final layer from face. Take care not to spread mortar over edges onto exposed masonry surfaces or to featheredge mortar.

157.6 When mortar is thumbprint hard, tool joints to match original appearance of joints, unless otherwise indicated. Remove excess mortar from edge of joint by brushing.

157.7 Cure mortar by maintaining in a damp condition for at least 72 hours.

157.8 Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

157.9 After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use stiff nylon or fiber brushes and clean water, spray applied at a low pressure.

157.10 Do not use metal scrapers or brushes.

157.11 Do not use acidic or alkaline cleaners.

158. Removal of Roof Parapets – Swingstage (high-rise)

159. Removal of 3 wythe brick parapet wall (24" high)

159.1 Set up swingstage as per local jurisdiction and OSHA requirements.

159.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

159.3 Remove deteriorated, loose, and spalled bricks using handheld tools such as chisel and mallet. Remove solid portions of the parapet walls that are scheduled to be removed using power tools (15 lb chipping hammers).

159.4 Remove walls carefully so the portions of the wall that are to remain are not damaged. Do not spall edges of masonry units or widen joints. Replace damaged masonry units.

159.5 Dispose of demolished material in a legal manner.

160. Removal of 3 wythe brick parapet wall (42" high)

160.1 Set up swingstage as per local jurisdiction and OSHA requirements.

160.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

160.3 Remove deteriorated, loose, and spalled bricks using handheld tools such as chisel and mallet. Remove solid portions of the parapet walls that are scheduled to be removed using power tools (15 lb chipping hammers).

160.4 Remove walls carefully so the portions of the wall that are to remain are not damaged. Do not spall edges of masonry units or widen joints. Replace damaged masonry units.

160.5 Dispose of demolished material in a legal manner.

161. Removal of 2 wythe brick parapet wall (24" high)

161.1 Set up swingstage as per local jurisdiction and OSHA requirements.

161.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

161.3 Remove deteriorated, loose, and spalled bricks using handheld tools such as chisel and mallet. Remove solid portions of the parapet walls that are scheduled to be removed using power tools (15 lb chipping hammers).

161.4 Remove walls carefully so the portions of the wall that are to remain are not damaged. Do not spall edges of masonry units or widen joints. Replace damaged masonry units.

161.5 Dispose of demolished material in a legal manner.

162. Removal of 3 wythe brick parapet wall (42" high)

162.1 Set up swingstage as per local jurisdiction and OSHA requirements.

162.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

162.3 Remove deteriorated, loose, and spalled bricks using handheld tools such as chisel and mallet. Remove solid portions of the parapet walls that are scheduled to be removed using power tools (15 lb chipping hammers).

162.4 Remove walls carefully so the portions of the wall that are to remain are not damaged. Do not spall edges of masonry units or widen joints. Replace damaged masonry units.

162.5 Dispose of demolished material in a legal manner.

163. Removal of Roof Parapets – Scaffolding (low-rise)

164. Removal of 3 wythe brick parapet wall (24" high)

164.1 Set up scaffolding as per local jurisdiction and OSHA requirements.

164.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

164.3 Remove deteriorated, loose and spalled bricks using handheld tools such as chisel and mallet. Remove solid portions of the parapet walls that are scheduled to be removed using power tools (15 lb chipping hammers).

164.4 Remove walls carefully so the portions of the wall that are to remain are not damaged. Do not spall edges of masonry units or widen joints. Replace damaged masonry units.

164.5 Dispose of demolished material in a legal manner.

165. Removal of 3 wythe brick parapet wall (42" high)

165.1 Set up scaffolding as per local jurisdiction and OSHA requirements.

165.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

165.3 Remove deteriorated, loose, and spalled bricks using handheld tools such as chisel and mallet. Remove solid portions of the parapet walls that are scheduled to be removed using power tools (15 lb chipping hammers).

165.4 Remove walls carefully so the portions of the wall that are to remain are not damaged. Do not spall edges of masonry units or widen joints. Replace damaged masonry units.

165.5 Dispose of demolished material in a legal manner.

166. Removal of 2 wythe brick parapet wall (24" high)

166.1 Set up scaffolding as per local jurisdiction and OSHA requirements.

166.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

166.3 Remove deteriorated, loose, and spalled bricks using handheld tools such as chisel and mallet. Remove solid portions of the parapet walls that are scheduled to be removed using power tools (15 lb chipping hammers).

166.4 Remove walls carefully so the portions of the wall that are to remain are not damaged. Do not spall edges of masonry units or widen joints. Replace damaged masonry units.

166.5 Dispose of demolished material in a legal manner.

167. Removal of 3 wythe brick parapet wall (42" high)

167.1 Set up scaffolding as per local jurisdiction and OSHA requirements.

167.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

167.3 Remove deteriorated, loose, and spalled bricks using handheld tools such as chisel and mallet. Remove solid portions of the parapet walls that are scheduled to be removed using power tools (15 lb chipping hammers).

167.4 Remove walls carefully so the portions of the wall that are to remain are not damaged. Do not spall edges of masonry units or widen joints. Replace damaged masonry units.

167.5 Dispose of demolished material in a legal manner.

168. Reconstruction of Brick Masonry Roof Parapets – Swingstage (high-rise)

169. New brick masonry parapet w/stone coping and flashings (3 wythe - 24" high)

169.1 Set up swingstages as per local jurisdiction and OSHA requirements.

169.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

169.3 Thickness: Build brick masonry construction to the full thickness shown.

169.4 Cut brick masonry units with motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide a continuous pattern and to fit adjoining construction. Where possible, use full-size units without cutting. Allow units cut with water-cooled saws to dry before placing, unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

169.5 Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.

169.6 Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.

169.7 Wetting of Brick: Wet brick before laying if the initial rate of absorption exceeds 30g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at the time of laying.

169.8 Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

169.9 Bond Pattern for Exposed Masonry: Lay exposed brick masonry to match the existing bond pattern.

169.10 Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2 inches. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.

169.11 Lay solid brick-size masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

169.12 Use type N or S mortar.

169.13 Provide masonry joint reinforcement installed in horizontal mortar joints to bond wythes together.

169.14 Provide continuous masonry joint reinforcement as indicated. Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches. Space reinforcement not more than 8 inches o.c in parapet walls. Cut or interrupt joint reinforcement at control and expansion joints, unless otherwise indicated. Provide continuity at corners and wall intersections by using prefabricated "L" and "T" sections. Cut and bend reinforcing units as directed by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

169.15 Provide cast stone units complying with ASTM C 1364. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666, Procedure A, as modified by ASTM C 1364. Colors and Textures: Match existing units. Reinforce units as indicated and as required by ASTM C 1364. Use galvanized or epoxy- coated reinforcement when covered with less than 1-1/2 inches of material.

169.16 Set cast stone as indicated on drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances. Provide stainless steel anchors, a minimum of two anchors per stone. Provide led coated copper cap flashing above brick masonry parapet. Drench units with clear water just before setting. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as units are set. Fill dowel holes and anchor slots with mortar. Fill collar joint solid as units are set. Build concealed flashing into mortar joints as units are set. Leave head joints open in coping and other units with exposed horizontal surfaces. Keep joints clear of mortar and rake out to receive sealant. Install joint sealants at joints in the stones.

170. New brick masonry parapet w/stone coping and flashings (3 wythe - 42" high)

170.1 Set up swingstages as per local jurisdiction and OSHA requirements.

170.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

170.3 Thickness: Build brick masonry construction to the full thickness shown.

170.4 Cut brick masonry units with motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide a continuous pattern and to fit adjoining construction. Where possible, use full-size units without cutting. Allow units cut with water-cooled saws to dry before placing, unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

170.5 Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.

170.6 Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.

170.7 Wetting of Brick: Wet brick before laying if the initial rate of absorption exceeds 30g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at the time of laying.

170.8 Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

170.9 Bond Pattern for Exposed Masonry: Lay exposed brick masonry to match the existing bond pattern.

170.10 Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2 inches. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.

170.11 Lay solid brick-size masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

170.12 Use type N or S mortar.

170.13 Provide masonry joint reinforcement installed in horizontal mortar joints to bond wythes together.

170.14 Provide continuous masonry joint reinforcement as indicated. Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches. Space reinforcement not more than 8 inches o.c in parapet walls. Cut or interrupt joint reinforcement at control and expansion joints, unless otherwise indicated. Provide continuity at corners and wall intersections by using prefabricated "L" and "T" sections. Cut and bend reinforcing units as directed by manufacturer

for continuity at returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

170.15 Provide cast stone units complying with ASTM C 1364. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666, Procedure A, as modified by ASTM C 1364. Colors and Textures: Match existing units. Reinforce units as indicated and as required by ASTM C 1364. Use galvanized or epoxy- coated reinforcement when covered with less than 1-1/2 inches of material.

170.16 Set cast stone as indicated on drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances. Provide stainless steel anchors, a minimum of two anchors per stone. Provide led coated copper cap flashing above brick masonry parapet. Drench units with clear water just before setting. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as units are set. Fill dowel holes and anchor slots with mortar. Fill collar joint solid as units are set. Build concealed flashing into mortar joints as units are set. Leave head joints open in coping and other units with exposed horizontal surfaces. Keep joints clear of mortar and rake out to receive sealant. Install joint sealants at joints in the stones.

171. New brick masonry parapet w/stone coping and flashings (2 wythe - 24" high)

171.1 Set up swingstages as per local jurisdiction and OSHA requirements.

171.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

171.3 Thickness: Build brick masonry construction to the full thickness shown.

171.4 Cut brick masonry units with motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide a continuous pattern and to fit adjoining construction. Where possible, use full-size units without cutting. Allow units cut with water-cooled saws to dry before placing, unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

171.5 Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.

171.6 Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.

171.7 Wetting of Brick: Wet brick before laying if the initial rate of absorption exceeds 30g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at the time of laying.

171.8 Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

171.9 Bond Pattern for Exposed Masonry: Lay exposed brick masonry to match the existing bond pattern.

171.10 Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2 inches. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.

171.11 Lay solid brick-size masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

171.12 Use type N or S mortar.

171.13 Provide masonry joint reinforcement installed in horizontal mortar joints to bond wythes together.

171.14 Provide continuous masonry joint reinforcement as indicated. Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches. Space reinforcement not more than 8 inches o.c in parapet walls. Cut or interrupt joint reinforcement at control and expansion joints, unless otherwise indicated. Provide continuity at corners and wall intersections by using prefabricated "L" and "T" sections. Cut and bend reinforcing units as directed by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

171.15 Provide cast stone units complying with ASTM C 1364. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666, Procedure A, as modified by ASTM C 1364. Colors and Textures: Match existing units. Reinforce units as indicated and as required by ASTM C 1364. Use galvanized or epoxy- coated reinforcement when covered with less than 1-1/2 inches of material.

171.16 Set cast stone as indicated on drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances. Provide stainless steel anchors, a minimum of two anchors per stone. Provide led coated copper cap flashing above brick masonry parapet. Drench units with clear water just before setting. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as units are set. Fill dowel holes and anchor slots with mortar. Fill collar joint solid as units are set. Build concealed flashing into mortar joints as units are set. Leave head joints open in coping and other units with exposed horizontal surfaces. Keep joints clear of mortar and rake out to receive sealant. Install joint sealants at joints in the stones.

172. New brick masonry parapet w/stone coping and flashings (2 wythe - 42” high)

172.1 Set up swingstages as per local jurisdiction and OSHA requirements.

172.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

172.3 Thickness: Build brick masonry construction to the full thickness shown.

172.4 Cut brick masonry units with motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide a continuous pattern and to fit adjoining construction. Where possible, use full-size units without cutting. Allow units cut with water-cooled saws to dry before placing, unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

172.5 Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.

172.6 Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.

172.7 Wetting of Brick: Wet brick before laying if the initial rate of absorption exceeds 30g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at the time of laying.

172.8 Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

172.9 Bond Pattern for Exposed Masonry: Lay exposed brick masonry to match the existing bond pattern.

172.10 Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2 inches. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.

172.11 Lay solid brick-size masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

172.12 Use type N or S mortar.

172.13 Provide masonry joint reinforcement installed in horizontal mortar joints to bond wythes together.

172.14 Provide continuous masonry joint reinforcement as indicated. Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches. Space reinforcement not more than 8 inches o.c in parapet walls. Cut or interrupt joint reinforcement at control and expansion joints, unless otherwise indicated. Provide continuity at corners and wall intersections by using prefabricated "L" and "T" sections. Cut and bend reinforcing units as directed by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

172.15 Provide cast stone units complying with ASTM C 1364. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666, Procedure A, as modified by ASTM C 1364. Colors and Textures: Match existing units. Reinforce units as indicated and as required by ASTM C 1364. Use galvanized or epoxy- coated reinforcement when covered with less than 1-1/2 inches of material.

172.16 Set cast stone as indicated on drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances. Provide stainless steel anchors, a minimum of two anchors per stone. Provide led coated copper cap flashing above brick masonry parapet. Drench units with clear water just before setting. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as units are set. Fill dowel holes and anchor slots with mortar. Fill collar joint solid as units are set. Build concealed flashing into mortar joints as units are set. Leave head joints open in coping and other units with exposed horizontal surfaces. Keep joints clear of mortar and rake out to receive sealant. Install joint sealants at joints in the stones.

173. Reconstruction of Brick Masonry Roof Parapets – Scaffolding (low-rise)

174. New brick masonry parapet w/stone coping and flashings (3 wythe - 24” high)

174.1 Set up scaffolding as per local jurisdiction and OSHA requirements.

174.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

174.3 Thickness: Build brick masonry construction to the full thickness shown.

174.4 Cut brick masonry units with motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide a continuous pattern and to fit adjoining construction. Where possible, use full-size units without cutting. Allow units cut with water-cooled saws to dry before placing, unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.

174.5 Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.

174.6 Wetting of Brick: Wet brick before laying if the initial rate of absorption exceeds 30g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at the time of laying.

174.7 Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and

offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

174.8 Bond Pattern for Exposed Masonry: Lay exposed brick masonry to match the existing bond pattern.

174.9 Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2 inches. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.

174.10 Lay solid brick-size masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

174.11 Use type N or S mortar.

174.12 Provide masonry joint reinforcement installed in horizontal mortar joints to bond wythes together.

174.13 Provide continuous masonry joint reinforcement as indicated. Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls,1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches. Space reinforcement not more than 8 inches o.c in parapet walls. Cut or interrupt joint reinforcement at control and expansion joints, unless otherwise indicated. Provide continuity at corners and wall intersections by using prefabricated "L" and "T" sections. Cut and bend reinforcing units as directed by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

174.14 Provide cast stone units complying with ASTM C 1364. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666, Procedure A, as modified by ASTM C 1364. Colors and Textures: Match existing units. Reinforce units as indicated and as required by ASTM C 1364. Use galvanized or epoxy- coated reinforcement when covered with less than 1-1/2 inches of material.

174.15 Set cast stone as indicated on drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances. Provide stainless steel anchors, a minimum of two anchors per stone. Provide led coated copper cap flashing above brick masonry parapet. Drench units with clear water just before setting. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as units are set. Fill dowel holes and anchor slots with mortar. Fill collar joint solid as units are set. Build concealed flashing into mortar joints as units are set. Leave head joints open in coping and other units with exposed horizontal surfaces. Keep joints clear of mortar and rake out to receive sealant. Install joint sealants at joints in the stones.

175. New brick masonry parapet w/stone coping and flashings (3 wythe - 42” high)

175.1 Set up scaffolding as per local jurisdiction and OSHA requirements.

175.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

175.3 Thickness: Build brick masonry construction to the full thickness shown.

175.4 Cut brick masonry units with motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide a continuous pattern and to fit adjoining construction. Where possible, use full-size units without cutting. Allow units cut with water-cooled saws to dry before placing, unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.

175.5 Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.

175.6 Wetting of Brick: Wet brick before laying if the initial rate of absorption exceeds 30g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at the time of laying.

175.7 Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

175.8 Bond Pattern for Exposed Masonry: Lay exposed brick masonry to match the existing bond pattern.

175.9 Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2 inches. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.

175.10 Lay solid brick-size masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

175.11 Use type N or S mortar.

175.12 Provide masonry joint reinforcement installed in horizontal mortar joints to bond wythes together.

175.13 Provide continuous masonry joint reinforcement as indicated. Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls,1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches. Space reinforcement not more than 8 inches o.c in parapet walls. Cut or interrupt joint reinforcement at control and expansion joints, unless otherwise indicated. Provide continuity at corners and wall intersections by using prefabricated "L" and "T" sections. Cut and bend reinforcing units as directed by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

175.14 Provide cast stone units complying with ASTM C 1364. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666, Procedure A, as modified by ASTM C 1364. Colors and Textures: Match existing units. Reinforce units as indicated and as required by ASTM C 1364. Use galvanized or epoxy- coated reinforcement when covered with less than 1-1/2 inches of material.

175.15 Set cast stone as indicated on drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances. Provide stainless steel anchors, a minimum of two anchors per stone. Provide led coated copper cap flashing above brick masonry parapet. Drench units with clear water just before setting. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as units are set. Fill dowel holes and anchor slots with mortar. Fill collar joint solid as units are set. Build concealed flashing into mortar joints as units are set. Leave head joints open in coping and other units with exposed horizontal surfaces. Keep joints clear of mortar and rake out to receive sealant. Install joint sealants at joints in the stones.

176. New brick masonry parapet w/stone coping and flashings (2 wythe - 24” high).

176.1 Set up scaffolding as per local jurisdiction and OSHA requirements.

176.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

176.3 Thickness: Build brick masonry construction to the full thickness shown.

176.4 Cut brick masonry units with motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide a continuous pattern and to fit adjoining construction. Where possible, use full-size units without cutting. Allow units cut with water-cooled saws to dry

before placing, unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.

176.5 Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.

176.6 Wetting of Brick: Wet brick before laying if the initial rate of absorption exceeds 30g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at the time of laying.

176.7 Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

176.8 Bond Pattern for Exposed Masonry: Lay exposed brick masonry to match the existing bond pattern.

176.9 Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2 inches. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.

176.10 Lay solid brick-size masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

176.11 Use type N or S mortar.

176.12 Provide masonry joint reinforcement installed in horizontal mortar joints to bond wythes together.

176.13 Provide continuous masonry joint reinforcement as indicated. Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls,1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches. Space reinforcement not more than 8 inches o.c in parapet walls. Cut or interrupt joint reinforcement at control and expansion joints, unless otherwise indicated. Provide continuity at corners and wall intersections by using prefabricated "L" and "T" sections. Cut and bend reinforcing units as directed by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

176.14 Provide cast stone units complying with ASTM C 1364. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666, Procedure A, as modified by ASTM C 1364. Colors and Textures: Match existing units. Reinforce units as indicated and as required by ASTM C 1364. Use galvanized or epoxy- coated reinforcement when covered with less than 1-1/2 inches of material.

176.15 Set cast stone as indicated on drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances. Provide stainless steel anchors, a minimum of two anchors per stone. Provide led coated copper cap flashing above brick masonry parapet. Drench units with clear water just before setting. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as units are set. Fill dowel holes and anchor slots with mortar. Fill collar joint solid as units are set. Build concealed flashing into mortar joints as units are set. Leave head joints open in coping and other units with exposed horizontal surfaces. Keep joints clear of mortar and rake out to receive sealant. Install joint sealants at joints in the stones.

177. New brick masonry parapet w/stone coping and flashings (2 wythe - 42” high)

177.1 Set up scaffolding as per local jurisdiction and OSHA requirements.

177.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

177.3 Thickness: Build brick masonry construction to the full thickness shown.

177.4 Cut brick masonry units with motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide a continuous pattern and to fit adjoining construction. Where possible, use full-size units without cutting. Allow units cut with water-cooled saws to dry before placing, unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.

177.5 Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.

177.6 Wetting of Brick: Wet brick before laying if the initial rate of absorption exceeds 30g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at the time of laying.

177.7 Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

177.8 Bond Pattern for Exposed Masonry: Lay exposed brick masonry to match the existing bond pattern.

177.9 Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2 inches. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.

177.10 Lay solid brick-size masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

177.11 Use type N or S mortar.

177.12 Provide masonry joint reinforcement installed in horizontal mortar joints to bond wythes together.

177.13 Provide continuous masonry joint reinforcement as indicated. Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls,1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches. Space reinforcement not more than 8 inches o.c in parapet walls. Cut or interrupt joint reinforcement at control and expansion joints, unless otherwise indicated. Provide continuity at corners and wall intersections by using prefabricated "L" and "T" sections. Cut and bend reinforcing units as directed by manufacturer continuity at returns, offsets, column fireproofing, pipe enclosures, and other special conditions .

177.14 Provide cast stone units complying with ASTM C 1364. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666, Procedure A, as modified by ASTM C 1364. Colors and Textures: Match existing units. Reinforce units as indicated and as required by ASTM C 1364. Use galvanized or epoxy- coated reinforcement when covered with less than 1-1/2 inches of material.

177.15 Set cast stone as indicated on drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances. Provide stainless steel anchors, a minimum of two anchors per stone. Provide led coated copper cap flashing above brick masonry parapet. Drench units with clear water just before setting. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as units are set. Fill dowel holes and anchor slots with mortar. Fill collar joint solid as units are set. Build concealed

flashing into mortar joints as units are set. Leave head joints open in coping and other units with exposed horizontal surfaces. Keep joints clear of mortar and rake out to receive sealant. Install joint sealants at joints in the stones.

178. New Throughwall Flashings – Swingstage (high-rise)

179. Removal of 4 courses 1 wythe brick wall w/Temporary Shoring

179.1 Set up swingstage as per local jurisdiction and OSHA requirements.

179.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

179.3 Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.

179.4 Remove 4 courses of the exterior 1 wythe brick using handheld tools, sawcutting and chipping hammers without damaging adjacent masonry.

179.5 Provide needle supports to support the exterior wythe at a minimum 2'-0" o.c.

179.6 Remove corroded steel shelf angle and replace with new. New steel shall be hot dip galvanized.

179.7 Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Unless otherwise indicated, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.

179.8 If the backup wall is rough and full of mortar projections, remove projections and parge the wall using approved mortar. Waterproof the back-up wall using Bituthene waterproofing sheet.

179.9 Install flashing as follows: At multiwythe masonry walls, including cavity walls, extend flashing from exterior face of outer wythe of masonry, through outer wythe, turned up a minimum of 8 inches and through inner wythe to within 1/2 inch of the interior face of the wall in exposed masonry. Where the interior surface of inner wythe is concealed by furring, carry flashing completely through inner wythe and turn flashing up approximately 2 inches, unless otherwise indicated.

179.10 At masonry-veneer walls, extend flashing from exterior face of veneer, through veneer, up face of sheathing at least 8 inches and behind air-infiltration barrier or building paper.

179.11 At lintels and shelf angles, extend flashing a minimum of 4 inches into masonry at each end. At heads and sills, extend the flashing 4 inches at ends and turn flashing up not less than 2 inches to form a pan.

179.12 Interlock end joints of ribbed sheet metal flashing by overlapping ribs not less than 1-1/2 inches or as recommended by flashing manufacturer, and seal lap with elastomeric sealant complying with requirements in Division 7 Section "Joint Sealants" for application indicated.

179.13 Extend sheet metal flashing 1/2 inch beyond face of masonry at exterior and turn flashing down to form a drip.

179.14 Install metal drip edges beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal drip edge.

179.15 Install metal flashing termination beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal flashing termination.

179.16 Cut flashing off flush with face of wall after masonry wall construction is completed.

179.17 Flashing sheet shall be Bituthene membrane or lead coated copper sheet and /or both.

179.18 Install weep holes in the head joints in exterior wythes of the first course of masonry immediately above embedded flashing and as follows:

179.19 Use rectangular plastic tubing and/or wicking material to form weep holes.

179.20 Use wicking material to form weep holes above flashing in brick sills. Turn wicking down at lip of sill to be as inconspicuous as possible.

179.21 Space weep holes 24 inches o.c.

179.22 Space weep holes formed from plastic tubing 16 inches o.c.

179.23 In cavities, place mortar screens or pea gravel to a height equal to height of first course, but not less than 2 inches immediately above top of flashing embedded in the wall, as masonry construction progresses, to splatter mortar droppings and to maintain drainage.

179.24 Place cavity drainage material immediately above flashing in cavities.

179.25 In cavities insulated with loose-fill insulation, cover cavity side of open weep holes with plastic insect screening before placing insulation in cavity.

180. Removal and replacement of steel lintel

180.1 Set up swingstage as per local jurisdiction and OSHA requirements.

180.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

180.3 Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.

180.4 Remove 4 courses of the exterior 1 wythe brick using handheld tools, sawcutting and chipping hammers without damaging adjacent masonry.

180.5 Provide needle supports to support the exterior wythe at a minimum 2'-0" o.c.

180.6 Remove corroded steel shelf angle and replace with new. New steel shall be hot dip galvanized.

180.7 Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Unless otherwise indicated, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.

180.8 If the backup wall is rough and full of mortar projections, remove projections and parge the wall using approved mortar. Waterproof the back-up wall using Bituthene waterproofing sheet.

180.9 Install flashing as follows: At multiwythe masonry walls, including cavity walls, extend flashing from exterior face of outer wythe of masonry, through outer wythe, turned up a minimum of 8 inches and through inner wythe to within 1/2 inch of the interior face of the wall in exposed masonry. Where the interior surface of inner wythe is concealed by furring, carry flashing completely through inner wythe and turn flashing up approximately 2 inches, unless otherwise indicated.

180.10 At masonry-veneer walls, extend flashing from exterior face of veneer, through veneer, up face of sheathing at least 8 inches and behind air-infiltration barrier or building paper.

180.11 At lintels and shelf angles, extend flashing a minimum of 4 inches into masonry at each end. At heads and sills, extend the flashing 4 inches at ends and turn flashing up not less than 2 inches to form a pan.

180.12 Interlock end joints of ribbed sheet metal flashing by overlapping ribs not less than 1-1/2 inches or as recommended by flashing manufacturer, and seal lap with elastomeric sealant complying with requirements in Division 7 Section "Joint Sealants" for application indicated.

180.13 Extend sheet metal flashing 1/2 inch beyond face of masonry at exterior and turn flashing down to form a drip.

180.14 Install metal drip edges beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal drip edge.

180.15 Install metal flashing termination beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal flashing termination.

180.16 Cut flashing off flush with face of wall after masonry wall construction is completed.

180.17 Flashing sheet shall be Bituthene membrane or lead coated copper sheet and /or both.

180.18 Install weep holes in the head joints in exterior wythes of the first course of masonry immediately above embedded flashing and as follows:

180.19 Use rectangular plastic tubing and/or wicking material to form weep holes.

180.20 Use wicking material to form weep holes above flashing in brick sills. Turn wicking down at lip of sill to be as inconspicuous as possible.

180.21 Space weep holes 24 inches o.c.

180.22 Space weep holes formed from plastic tubing 16 inches o.c.

180.23 In cavities, place mortar screens or pea gravel to a height equal to height of first course, but not less than 2 inches immediately above top of flashing embedded in the wall, as masonry construction progresses, to splatter mortar droppings and to maintain drainage.

180.24 Place cavity drainage material immediately above flashing in cavities.

180.25 In cavities insulated with loose-fill insulation, cover cavity side of open weep holes with plastic insect screening before placing insulation in cavity.

181. Furnish and install new flashings (Bituthene)

181.1 Set up swingstage as per local jurisdiction and OSHA requirements.

181.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

181.3 Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.

181.4 Remove 4 courses of the exterior 1 wythe brick using handheld tools, sawcutting and chipping hammers without damaging adjacent masonry.

181.5 Provide needle supports to support the exterior wythe at a minimum 2'-0" o.c.

181.6 Remove corroded steel shelf angle and replace with new. New steel shall be hot dip galvanized.

181.7 Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Unless otherwise indicated, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, all penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.

181.8 If the backup wall is rough and full of mortar projections, remove projections and parge the wall using approved mortar. Waterproof the back-up wall using Bituthene waterproofing sheet.

181.9 Install flashing as follows: At multiwythe masonry walls, including cavity walls, extend flashing from exterior face of outer wythe of masonry, through outer wythe, turned up a minimum of 8 inches and through inner wythe to within 1/2 inch of the interior face of the wall in exposed masonry. Where the interior surface of inner wythe is concealed by furring, carry flashing completely through inner wythe and turn flashing up approximately 2 inches, unless otherwise indicated.

181.10 At masonry-veneer walls, extend flashing from exterior face of veneer, through veneer, up face of sheathing at least 8 inches and behind air-infiltration barrier or building paper.

181.11 At lintels and shelf angles, extend flashing a minimum of 4 inches into masonry at each end. At heads and sills, extend the flashing 4 inches at ends and turn flashing up not less than 2 inches to form a pan.

181.12 Interlock end joints of ribbed sheet metal flashing by overlapping ribs not less than 1-1/2 inches or as recommended by flashing manufacturer, and seal lap with elastomeric sealant complying with requirements in Division 7 Section "Joint Sealants" for application indicated.

181.13 Extend sheet metal flashing 1/2 inch beyond face of masonry at exterior and turn flashing down to form a drip.

181.14 Install metal drip edges beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal drip edge.

181.15 Install metal flashing termination beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal flashing termination.

181.16 Cut flashing off flush with face of wall after masonry wall construction is completed.

181.17 Flashing sheet shall be Bituthene membrane or lead coated copper sheet and /or both.

181.18 Install weep holes in the head joints in exterior wythes of the first course of masonry immediately above embedded flashing and as follows:

181.19 Use rectangular plastic tubing and/or wicking material to form weep holes.

181.20 Use wicking material to form weep holes above flashing in brick sills. Turn wicking down at lip of sill to be as inconspicuous as possible.

181.21 Space weep holes 24 inches o.c.

181.22 Space weep holes formed from plastic tubing 16 inches o.c.

181.23 In cavities, place mortar screens or pea gravel to a height equal to height of first course, but not less than 2 inches immediately above top of flashing embedded in the wall, as masonry construction progresses, to splatter mortar droppings and to maintain drainage.

181.24 Place cavity drainage material immediately above flashing in cavities.

181.25 In cavities insulated with loose-fill insulation, cover cavity side of open weep holes with plastic insect screening before placing insulation in cavity.

182. Furnish and install new flashings (Lead coated copper)

182.1 Set up swingstage as per local jurisdiction and OSHA requirements.

182.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

182.3 Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.

182.4 Remove 4 courses of the exterior 1 wythe brick using handheld tools, sawcutting and chipping hammers without damaging adjacent masonry.

182.5 Provide needle supports to support the exterior wythe at a minimum 2'-0" o.c.

182.6 Remove corroded steel shelf angle and replace with new. New steel shall be hot dip galvanized.

182.7 Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Unless otherwise indicated, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.

182.8 If the backup wall is rough and full of mortar projections, remove projections and parge the wall using approved mortar. Waterproof the back-up wall using Bituthene waterproofing sheet.

182.9 Install flashing as follows: At multiwythe masonry walls, including cavity walls, extend flashing from exterior face of outer wythe of masonry, through outer wythe, turned up a minimum of 8 inches and through inner wythe to within 1/2 inch of the interior face of the wall in exposed masonry. Where the interior surface of inner wythe is concealed by furring, carry flashing completely through inner wythe and turn flashing up approximately 2 inches, unless otherwise indicated.

182.10 At masonry-veneer walls, extend flashing from exterior face of veneer, through veneer, up face of sheathing at least 8 inches and behind air-infiltration barrier or building paper.

182.11 At lintels and shelf angles, extend flashing a minimum of 4 inches into masonry at each end. At heads and sills, extend the flashing 4 inches at ends and turn flashing up not less than 2 inches to form a pan.

182.12 Interlock end joints of ribbed sheet metal flashing by overlapping ribs not less than 1-1/2 inches or as recommended by flashing manufacturer, and seal lap with elastomeric sealant complying with requirements in Division 7 Section “Joint Sealants" for application indicated.

182.13 Extend sheet metal flashing 1/2 inch beyond face of masonry at exterior and turn flashing down to form a drip.

182.14 Install metal drip edges beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal drip edge.

182.15 Install metal flashing termination beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal flashing termination.

182.16 Cut flashing off flush with face of wall after masonry wall construction is completed.

182.17 Flashing sheet shall be Bituthene membrane or lead coated copper sheet and /or both.

182.18 Install weep holes in the head joints in exterior wythes of the first course of masonry immediately above embedded flashing and as follows:

182.19 Use rectangular plastic tubing and/or wicking material to form weep holes.

182.20 Use wicking material to form weep holes above flashing in brick sills. Turn wicking down at lip of sill to be as inconspicuous as possible.

182.21 Space weep holes 24 inches o.c.

182.22 Space weep holes formed from plastic tubing 16 inches o.c.

182.23 In cavities, place mortar screens or pea gravel to a height equal to height of first course, but not less than 2 inches immediately above top of flashing embedded in the wall, as masonry construction progresses, to splatter mortar droppings and to maintain drainage.

182.24 Place cavity drainage material immediately above flashing in cavities.

182.25 In cavities insulated with loose-fill insulation, cover cavity side of open weep holes with plastic insect screening before placing insulation in cavity.

183. Parging and waterproofing of back-up wall

183.1 Set up swingstage as per local jurisdiction and OSHA requirements.

183.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

183.3 Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.

183.4 Remove 4 courses of the exterior 1 wythe brick using handheld tools, sawcutting and chipping hammers without damaging adjacent masonry.

183.5 Provide needle supports to support the exterior wythe at a minimum 2’-0” o.c.

183.6 Remove corroded steel shelf angle and replace with new. New steel shall be hot dip galvanized.

183.7 Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Unless otherwise indicated, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.

183.8 If the backup wall is rough and full of mortar projections, remove projections and parge the wall using approved mortar. Waterproof the back-up wall using Bituthene waterproofing sheet.

183.9 Install flashing as follows: At multiwythe masonry walls, including cavity walls, extend flashing from exterior face of outer wythe of masonry, through outer wythe, turned up a minimum of 8 inches and through inner wythe to within 1/2 inch of the interior face of the wall in

exposed masonry. Where the interior surface of inner wythe is concealed by furring, carry flashing completely through inner wythe and turn flashing up approximately 2 inches, unless otherwise indicated.

183.10 At masonry-veneer walls, extend flashing from exterior face of veneer, through veneer, up face of sheathing at least 8 inches and behind air-infiltration barrier or building paper.

183.11 At lintels and shelf angles, extend flashing a minimum of 4 inches into masonry at each end. At heads and sills, extend the flashing 4 inches at ends and turn flashing up not less than 2 inches to form a pan.

183.12 Interlock end joints of ribbed sheet metal flashing by overlapping ribs not less than 1-1/2 inches or as recommended by flashing manufacturer, and seal lap with elastomeric sealant complying with requirements in Division 7 Section “Joint Sealants" for application indicated.

183.13 Extend sheet metal flashing 1/2 inch beyond face of masonry at exterior and turn flashing down to form a drip.

183.14 Install metal drip edges beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal drip edge.

183.15 Install metal flashing termination beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal flashing termination.

183.16 Cut flashing off flush with face of wall after masonry wall construction is completed.

183.17 Flashing sheet shall be Bituthene membrane or lead coated copper sheet and /or both.

183.18 Install weep holes in the head joints in exterior wythes of the first course of masonry immediately above embedded flashing and as follows:

183.19 Use rectangular plastic tubing and/or wicking material to form weep holes.

183.20 Use wicking material to form weep holes above flashing in brick sills. Turn wicking down at lip of sill to be as inconspicuous as possible.

183.21 Space weep holes 24 inches o.c.

183.22 Space weep holes formed from plastic tubing 16 inches o.c.

183.23 In cavities, place mortar screens or pea gravel to a height equal to height of first course, but not less than 2 inches immediately above top of flashing embedded in the wall, as masonry construction progresses, to splatter mortar droppings and to maintain drainage.

183.24 Place cavity drainage material immediately above flashing in cavities.

183.25 In cavities insulated with loose-fill insulation, cover cavity side of open weep holes with plastic insect screening before placing insulation in cavity.

184. New Throughwall Flashings – Scaffolding (low-rise)

185. Removal of 4 courses 1 wythe brick wall w/Temporary Shoring

185.1 Set up scaffolding as per local jurisdiction and OSHA requirements.

185.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

185.3 Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.

185.4 Remove 4 courses of the exterior 1 wythe brick using handheld tools, sawcutting and chipping hammers without damaging adjacent masonry.

185.5 Provide needle supports to support the exterior wythe at a minimum 2’-0” o.c.

185.6 Remove corroded steel shelf angle and replace with new. New steel shall be hot dip galvanized.

185.7 Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Unless otherwise indicated, place through-wall flashing on sloping bed of mortar and

cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.

185.8 If the backup wall is rough and full of mortar projections, remove projections and parge the wall using approved mortar. Waterproof the back-up wall using Bituthene waterproofing sheet.

185.9 Install flashing as follows: At multiwythe masonry walls, including cavity walls, extend flashing from exterior face of outer wythe of masonry, through outer wythe, turned up a minimum of 8 inches and through inner wythe to within 1/2 inch of the interior face of the wall in exposed masonry. Where interior surface of inner wythe is concealed by furring, carry flashing completely through inner wythe and turn flashing up approximately 2 inches, unless otherwise indicated.

185.10 Masonry-veneer walls extend flashing from exterior face of veneer, through veneer, up face of sheathing at least 8 inches and behind air-infiltration barrier or building paper. At lintels and shelf angles, extend flashing a minimum of 4 inches into masonry at each end.

185.11 At heads and sills, extend flashing 4 inches at ends and turn flashing up not less than 2 inches to form a pan.

185.12 Interlock end joints of ribbed sheet metal flashing by overlapping ribs not less than 1-1/2 inches or as recommended by flashing manufacturer, and seal lap with elastomeric sealant complying with requirements in Division 7 Section "Joint Sealants" for application indicated.

185.13 Extend sheet metal flashing 1/2 inch beyond face of masonry at exterior and turn flashing down to form a drip.

185.14 Install metal drip edges beneath flashing at exterior face of wall. Stop flashing ½ inch back from outside face of wall and adhere flashing to top of metal drip edge.

185.15 Install metal flashing termination beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal flashing termination.

185.16 Cut flashing off flush with face of wall after masonry wall construction is completed.

185.17 Flashing sheet shall be Bituthene membrane or lead coated copper sheet and /or both.

185.18 Install weep holes in the head joints in exterior wythes of the first course of masonry immediately above embedded flashing and as follows:

185.19 Rectangular plastic tubing and/or wicking material to form weep holes.

185.20 Use wicking material to form weep holes above flashing in brick sills. Turn wicking down at lip of sill to be as inconspicuous as possible.

185.21 Space weep holes 24 inches o.c.

185.22 Space weep holes formed from plastic tubing 16 inches o.c.

185.23 In cavities, place mortar screens or pea gravel to a height equal to height of first course, but not less than 2 inches immediately above top of flashing embedded in the wall, as masonry construction progresses, to splatter mortar droppings and to maintain drainage.

185.24 Place cavity drainage material immediately above flashing in cavities.

185.25 In cavities insulated with loose-fill insulation, cover cavity side of open weep holes with plastic insect screening before placing insulation in cavity.

186. Removal and replacement of steel lintel

186.1 Set up scaffolding as per local jurisdiction and OSHA requirements.

186.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

186.3 Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.

186.4 Remove 4 courses of the exterior 1 wythe brick using handheld tools, sawcutting

and chipping hammers without damaging adjacent masonry.

186.5 Provide needle supports to support the exterior wythe at a minimum 2'-0" o.c.

186.6 Remove corroded steel shelf angle and replace with new. New steel shall be hot dip galvanized.

186.7 Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Unless otherwise indicated, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.

186.8 If the backup wall is rough and full of mortar projections, remove projections and parge the wall using approved mortar. Waterproof the back-up wall using Bituthene waterproofing sheet.

186.9 Install flashing as follows: At multiwythe masonry walls, including cavity walls, extend flashing from exterior face of outer wythe of masonry, through outer wythe, turned up a minimum of 8 inches and through inner wythe to within 1/2 inch of the interior face of the wall in exposed masonry. Where interior surface of inner wythe is concealed by furring, carry flashing completely through inner wythe and turn flashing up approximately 2 inches, unless otherwise indicated.

186.10 Masonry-veneer walls extend flashing from exterior face of veneer, through veneer, up face of sheathing at least 8 inches and behind air-infiltration barrier or building paper. At lintels and shelf angles, extend flashing a minimum of 4 inches into masonry at each end.

186.11 At heads and sills, extend flashing 4 inches at ends and turn flashing up not less than 2 inches to form a pan.

186.12 Interlock end joints of ribbed sheet metal flashing by overlapping ribs not less than 1-1/2 inches or as recommended by flashing manufacturer, and seal lap with elastomeric sealant complying with requirements in Division 7 Section "Joint Sealants" for application indicated.

186.13 Extend sheet metal flashing 1/2 inch beyond face of masonry at exterior and turn flashing down to form a drip.

186.14 Install metal drip edges beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal drip edge.

186.15 Install metal flashing termination beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal flashing termination.

186.16 Cut flashing off flush with face of wall after masonry wall construction is completed.

186.17 Flashing sheet shall be Bituthene membrane or lead coated copper sheet and /or both.

186.18 Install weep holes in the head joints in exterior wythes of the first course of masonry immediately above embedded flashing and as follows:

186.19 Rectangular plastic tubing and/or wicking material to form weep holes.

186.20 Use wicking material to form weep holes above flashing in brick sills. Turn wicking down at lip of sill to be as inconspicuous as possible.

186.21 Space weep holes 24 inches o.c.

186.22 Space weep holes formed from plastic tubing 16 inches o.c.

186.23 In cavities, place mortar screens or pea gravel to a height equal to height of first course, but not less than 2 inches immediately above top of flashing embedded in the wall, as masonry construction progresses, to splatter mortar droppings and to maintain drainage.

186.24 Place cavity drainage material immediately above flashing in cavities.

186.25 In cavities insulated with loose-fill insulation, cover cavity side of open weep holes with plastic insect screening before placing insulation in cavity.

187. Furnish and install new flashings (Bituthene)

187.1 Set up scaffolding as per local jurisdiction and OSHA requirements.

187.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements. Z

187.3 Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.

187.4 Remove 4 courses of the exterior 1 wythe brick using handheld tools, sawcutting and chipping hammers without damaging adjacent masonry.

189.5 Provide needle supports to support the exterior wythe at a minimum 2'-0" o.c.

187.6 Remove corroded steel shelf angle and replace with new. New steel shall be hot dip galvanized.

187.7 Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Unless otherwise indicated, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.

187.8 If the backup wall is rough and full of mortar projections, remove projections and parge the wall using approved mortar. Waterproof the back-up wall using Bituthene waterproofing sheet.

187.9 Install flashing as follows: At multiwythe masonry walls, including cavity walls, extend flashing from exterior face of outer wythe of masonry, through outer wythe, turned up a minimum of 8 inches and through inner wythe to within 1/2 inch of the interior face of the wall in exposed masonry. Where interior surface of inner wythe is concealed by furring, carry flashing completely through inner wythe and turn flashing up approximately 2 inches, unless otherwise indicated.

187.10 Masonry-veneer walls extend flashing from exterior face of veneer, through veneer, up face of sheathing at least 8 inches and behind air-infiltration barrier or building paper. At lintels and shelf angles, extend flashing a minimum of 4 inches into masonry at each end.

187.11 At heads and sills, extend flashing 4 inches at ends and turn flashing up not less than 2 inches to form a pan.

187.12 Interlock end joints of ribbed sheet metal flashing by overlapping ribs not less than 1-1/2 inches or as recommended by flashing manufacturer, and seal lap with elastomeric sealant complying with requirements in Division 7 Section "Joint Sealants" for application indicated.

187.13 Extend sheet metal flashing 1/2 inch beyond face of masonry at exterior and turn flashing down to form a drip.

187.14 Install metal drip edges beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal drip edge.

187.15 Install metal flashing termination beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal flashing termination.

187.16 Cut flashing off flush with face of wall after masonry wall construction is completed.

187.17 Flashing sheet shall be Bituthene membrane or lead coated copper sheet and /or both.

187.18 Install weep holes in the head joints in exterior wythes of the first course of masonry immediately above embedded flashing and as follows:

187.19 Rectangular plastic tubing and/or wicking material to form weep holes.

187.20 Use wicking material to form weep holes above flashing in brick sills. Turn wicking down at lip of sill to be as inconspicuous as possible.

187.21 Space weep holes 24 inches o.c.

187.22 Space weep holes formed from plastic tubing 16 inches o.c.

187.23 In cavities, place mortar screens or pea gravel to a height equal to height of first course, but not less than 2 inches immediately above top of flashing embedded in the wall, as masonry construction progresses, to splatter mortar droppings and to maintain drainage.

187.24 Place cavity drainage material immediately above flashing in cavities.

187.25 In cavities insulated with loose-fill insulation, cover cavity side of open weep holes with plastic insect screening before placing insulation in cavity.

188. Furnish and install new flashings (Lead coated copper)

188.1 Set up scaffolding as per local jurisdiction and OSHA requirements.

188.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

188.3 Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.

188.4 Remove 4 courses of the exterior 1 wythe brick using handheld tools, sawcutting and chipping hammers without damaging adjacent masonry.

188.5 Provide needle supports to support the exterior wythe at a minimum 2'-0" o.c.

188.6 Remove corroded steel shelf angle and replace with new. New steel shall be hot dip galvanized.

188.7 Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Unless otherwise indicated, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.

188.8 If the backup wall is rough and full of mortar projections, remove projections and large the wall using approved mortar. Waterproof the back-up wall using Bituthene waterproofing sheet.

188.9 Install flashing as follows: At multiwythe masonry walls, including cavity walls, extend flashing from exterior face of outer wythe of masonry, through outer wythe, turned up a minimum of 8 inches and through inner wythe to within 1/2 inch of the interior face of the wall in exposed masonry. Where interior surface of inner wythe is concealed by furring, carry flashing completely through inner wythe and turn flashing up approximately 2 inches, unless otherwise indicated.

188.10 Masonry-veneer walls extend flashing from exterior face of veneer, through veneer, up face of sheathing at least 8 inches and behind air-infiltration barrier or building paper. At lintels and shelf angles, extend flashing a minimum of 4 inches into masonry at each end.

188.11 At heads and sills, extend flashing 4 inches at ends and turn flashing up not less than 2 inches to form a pan.

188.12 Interlock end joints of ribbed sheet metal flashing by overlapping ribs not less than 1-1/2 inches or as recommended by flashing manufacturer, and seal lap with elastomeric sealant complying with requirements in Division 7 Section "Joint Sealants" for application indicated.

188.13 Extend sheet metal flashing 1/2 inch beyond face of masonry at exterior and turn flashing down to form a drip.

188.14 Install metal drip edges beneath flashing at exterior face of wall. Stop flashing ½ inch back from outside face of wall and adhere flashing to top of metal drip edge.

188.15 Install metal flashing termination beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal flashing termination.

188.16 Cut flashing off flush with face of wall after masonry wall construction is completed.

188.17 Flashing sheet shall be Bituthene membrane or lead coated copper sheet and /or both.

188.18 Install weep holes in the head joints in exterior wythes of the first course of masonry immediately above embedded flashing and as follows:

188.19 Rectangular plastic tubing and/or wicking material to form weep holes.

188.20 Use wicking material to form weep holes above flashing in brick sills. Turn wicking down at lip of sill to be as inconspicuous as possible.

188.21 Space weep holes 24 inches o.c.

188.22 Space weep holes formed from plastic tubing 16 inches o.c.

188.23 In cavities, place mortar screens or pea gravel to a height equal to height of first course, but not less than 2 inches immediately above top of flashing embedded in the wall, as masonry construction progresses, to splatter mortar droppings and to maintain drainage.

188.24 Place cavity drainage material immediately above flashing in cavities.

188.25 In cavities insulated with loose-fill insulation, cover cavity side of open weep holes with plastic insect screening before placing insulation in cavity.

189. Parging and waterproofing of back-up wall

189.1 Set up scaffolding as per local jurisdiction and OSHA requirements.

189.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

189.3 Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.

189.4 Remove 4 courses of the exterior 1 wythe brick using handheld tools, sawcutting and chipping hammers without damaging adjacent masonry.

189.5 Provide needle supports to support the exterior wythe at a minimum 2'-0" o.c.

189.6 Remove corroded steel shelf angle and replace with new. New steel shall be hot dip galvanized.

189.7 Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Unless otherwise indicated, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.

189.8 If the backup wall is rough and full of mortar projections, remove projections and large the wall using approved mortar. Waterproof the back-up wall using Bituthene waterproofing sheet.

189.9 Install flashing as follows: At multiwythe masonry walls, including cavity walls, extend flashing from exterior face of outer wythe of masonry, through outer wythe, turned up a minimum of 8 inches and through inner wythe to within 1/2 inch of the interior face of the wall in exposed masonry. Where interior surface of inner wythe is concealed by furring, carry flashing completely through inner wythe and turn flashing up approximately 2 inches, unless otherwise indicated.

189.10 Masonry-veneer walls extend flashing from exterior face of veneer, through veneer, up face of sheathing at least 8 inches and behind air-infiltration barrier or building paper. At lintels and shelf angles, extend flashing a minimum of 4 inches into masonry at each end.

189.11 At heads and sills, extend flashing 4 inches at ends and turn flashing up not less than 2 inches to form a pan.

189.12 Interlock end joints of ribbed sheet metal flashing by overlapping ribs not less than 1-1/2 inches or as recommended by flashing manufacturer, and seal lap with elastomeric sealant complying with requirements in Division 7 Section "Joint Sealants" for application indicated.

189.13 Extend sheet metal flashing 1/2 inch beyond face of masonry at exterior and turn flashing down to form a drip.

189.14 Install metal drip edges beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal drip edge.

189.15 Install metal flashing termination beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal flashing termination.

189.16 Cut flashing off flush with face of wall after masonry wall construction is completed.

189.17 Flashing sheet shall be Bituthene membrane or lead coated copper sheet and /or both.

189.18 Install weep holes in the head joints in exterior wythes of the first course of masonry immediately above embedded flashing and as follows:

189.19 Rectangular plastic tubing and/or wicking material to form weep holes.

189.20 Use wicking material to form weep holes above flashing in brick sills. Turn wicking down at lip of sill to be as inconspicuous as possible.

189.21 Space weep holes 24 inches o.c.

189.22 Space weep holes formed from plastic tubing 16 inches o.c.

189.23 In cavities, place mortar screens or pea gravel to a height equal to height of first course, but not less than 2 inches immediately above top of flashing embedded in the wall, as masonry construction progresses, to splatter mortar droppings and to maintain drainage.

189.24 Place cavity drainage material immediately above flashing in cavities.

189.25 In cavities insulated with loose-fill insulation, cover cavity side of open weep holes with plastic insect screening before placing insulation in cavity.

190. Brick Masonry/Stone Stabilization.

191. Drilling and installation of new friction pins with mortar cap.

191.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.

191.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

191.3 This procedure is only for brick walls and stones that need to be stabilized laterally and have good bearing supports.

191.4 Use one of the following products: Dur-O-Wall Friction pin or Helifix Dryfix Masonry pin.

191.5 Install pins using manufacturer's propriety insertion tools and as per manufacturer's installation directions.

191.6 Install pins every three courses of brick @ 24 inches on center. For stones, install one pin per 2 square feet.

191.7 Determine required length of pin in the field. Minimum embed into backup wall 3 inches.

191.8 Plug holes in the brick wall mortar joint and stone joints using new mortar to match existing.

192. Drilling and installation of new friction pins for limestone with mortar cap.

192.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.

192.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

192.3 This procedure is only for brick walls and stones that need to be stabilized laterally and have good bearing supports.

192.4 Use one of the following products: Dur-O-Wall Friction pin or Helifix Dryfix Masonry pin.

192.5 Install pins using manufacturer's propriety insertion tools and as per manufacturer's installation directions.

192.6 Install pins every three courses of brick @ 24 inches on center. For stones, install one pin per 2 square feet.

192.7 Determine required length of pin in the field. Minimum embed into backup wall 3 inches.

192.8 Plug holes in the brick wall mortar joint and stone joints using new mortar to match existing.

193. Limestone Removal and Replacement.

194. Removal of existing deteriorated architectural limestone.

194.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.

194.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

194.3 Remove cracked, deteriorated limestone by sawcutting perimeter, using chisels and mallets, carefully so as not to damage and chip adjacent panels.

194.4 Furnish and install new limestone to match existing. Provide bearing supports and anchors for lateral support.

194.5 Furnish and install simulated limestone to match existing manufactured using polymer resins. Manufacturer: Product: Micro terra cotta; Manufacturer: Granetech; Ph: 815-899-9288.

194.6 Repair small spalls and cracks in limestone using Jhan Mortar M70. Match mortar to existing panel in color and texture. Use mortar as per manufacturer's installation instructions.

195. Furnish and install new limestone replacement.

195.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.

195.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

195.3 Remove cracked, deteriorated limestone by sawcutting perimeter, using chisels and mallets, carefully so as not to damage and chip adjacent panels.

195.4 Furnish and install new limestone to match existing. Provide bearing supports and anchors for lateral support.

195.5 Furnish and install simulated limestone to match existing manufactured using polymer resins. Manufacturer: Product: Micro terra cotta; Manufacturer: Granetech; Ph: 815-899-9288.

195.6 Repair small spalls and cracks in limestone using Jhan Mortar M70. Match mortar to existing panel in color and texture. Use mortar as per manufacturer's installation instructions.

196 Replacement of stone with lightweight polymer resin to match.

196.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.

196.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

196.3 Remove cracked, deteriorated limestone by sawcutting perimeter, using chisels and mallets, carefully so as not to damage and chip adjacent panels.

196.4 Furnish and install new limestone to match existing. Provide bearing supports and anchors for lateral support.

196.5 Furnish and install simulated limestone to match existing manufactured using polymer resins. Manufacturer: Product: Micro terra cotta; Manufacturer: Granetech; Ph: 815-899-9288.

196.6 Repair small spalls and cracks in limestone using Jhan Mortar M70. Match mortar to existing panel in color and texture. Use mortar as per manufacturer's installation instructions.

197. Minor patching of existing stone to match.

197.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.

197.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

197.3 Remove cracked, deteriorated limestone by sawcutting perimeter, using chisels and mallets, carefully so as not to damage and chip adjacent panels.

197.4 Furnish and install new limestone to match existing. Provide bearing supports and anchors for lateral support.

197.5 Furnish and install simulated limestone to match existing manufactured using polymer resins. Manufacturer: Product: Micro terra cotta; Manufacturer: Granetech; Ph: 815-899-9288.

197.6 Repair small spalls and cracks in limestone using Jhan Mortar M70. Match mortar to existing panel in color and texture. Use mortar as per manufacturer's installation instructions.

198. Terra Cotta Removal and Replacement.

199. Removal of existing deteriorated architectural Terra Cotta.

199.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.

199.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

199.3 Remove cracked, deteriorated terra cotta by sawcutting perimeter, using chisels and mallets, carefully so as not to damage and chip adjacent panels.

199.4 Furnish and install new terra cotta stone to match existing. Provide bearing supports and anchors for lateral support.

199.5 Furnish and install simulated terra cotta stone to match existing manufactured using polymer resins. Manufacturer: Product: Micro terra cotta; Manufacturer: Granetech; Ph: 815-899-9288.

199.6 Repair small spalls and cracks in terra cotta stone using Jhan Mortar M100. Match mortar to existing panel in color and texture. Use mortar as per manufacturer's installation instructions.

200. Furnish and install new Terra Cotta replacement.

200.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.

200.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

200.3 Remove cracked, deteriorated terra cotta by sawcutting perimeter, using chisels and mallets, carefully so as not to damage and chip adjacent panels.

200.4 Furnish and install new terra cotta stone to match existing. Provide bearing supports and anchors for lateral support.

200.5 Furnish and install simulated terra cotta stone to match existing manufactured using polymer resins. Manufacturer: Product: Micro terra cotta; Manufacturer: Granetech; Ph: 815-899-9288.

200.6 Repair small spalls and cracks in terra cotta stone using Jhan Mortar M100. Match mortar to existing panel in color and texture. Use mortar as per manufacturer's installation instructions.

201. Replacement of stone with lightweight polymer resin to match.

201.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.

201.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

201.3 Remove cracked, deteriorated terra cotta by sawcutting perimeter, using chisels and mallets, carefully so as not to damage and chip adjacent panels.

201.4 Furnish and install new terra cotta stone to match existing. Provide bearing supports and anchors for lateral support.

201.5 Furnish and install simulated terra cotta stone to match existing manufactured using polymer resins. Manufacturer: Product: Micro terra cotta; Manufacturer: Granetech; Ph: 815-899-9288.

201.6 Repair small spalls and cracks in terra cotta stone using Jhan Mortar M100. Match mortar to existing panel in color and texture. Use mortar as per manufacturer's installation instructions.

202. Minor patching of existing stone to match.

202.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.

202.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

202.3 Remove cracked, deteriorated terra cotta by sawcutting perimeter, using chisels and mallets, carefully so as not to damage and chip adjacent panels.

202.4 Furnish and install new terra cotta stone to match existing. Provide bearing supports and anchors for lateral support.

202.5 Furnish and install simulated terra cotta stone to match existing manufactured using polymer resins. Manufacturer: Product: Micro terra cotta; Manufacturer: Granetech; Ph: 815-899-9288.

202.6 Repair small spalls and cracks in terra cotta stone using Jhan Mortar M100. Match mortar to existing panel in color and texture. Use mortar as per manufacturer's installation instructions.

203. Roof Coping Stones.

204. Removal of existing roof coping stones (16 inches).

204.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.

205.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

205.3 Remove existing deteriorated coping stones carefully without damaging the masonry below.

204.4 Remove deteriorated mortar bed below using chisels and mallets and other handheld tools without damaging masonry and parge the top of the wall to provide an even surface for the stone.

204.5 Replace only damaged coping stones. Provide new cast stone units complying with ASTM C 1364. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666, Procedure A, as modified by ASTM C 1364. Colors and Textures: Match existing units. Reinforce units as indicated and as required by ASTM C 1364. Use galvanized or epoxy-coated reinforcement when covered with less than 1-1/2 inches of material.

204.6 Set cast stone as indicated on drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances. Provide stainless steel anchors, a minimum of two anchors per stone. Provide 20 OZ Cheney interlocking copper cap flashing above brick masonry parapet. Drench units with clear water just before setting. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as units are set. Fill dowel holes and anchor slots with mortar. Fill collar joint solid as units are set. Build concealed flashing into mortar joints as units are set. Leave head joints open in coping and other units with exposed horizontal surfaces. Keep joints clear of mortar and rake out to receive sealant. Install joint sealants at joints in the stones.

204.7 The existing coping stones are to be cleaned using power wash with mild detergent before re-installation.

204.8 Apply a water repellent surface sealer or waterproof coating as specified.

205. Removal and parging of existing substrate.

205.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.

205.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

205.3 Remove existing deteriorated coping stones carefully without damaging the masonry below.

205.4 Remove deteriorated mortar bed below using chisels and mallets and other handheld tools without damaging masonry and parge the top of the wall to provide an even surface for the stone.

205.5 Replace only damaged coping stones. Provide new cast stone units complying with ASTM C 1364. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666, Procedure A, as modified by ASTM C 1364. Colors and Textures: Match existing units. Reinforce units as indicated and as required by ASTM C 1364. Use galvanized or epoxy-coated reinforcement when covered with less than 1-1/2 inches of material.

205.6 Set cast stone as indicated on drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances. Provide stainless steel anchors, a minimum of two anchors per stone. Provide 20 OZ Cheney interlocking copper cap flashing above brick masonry parapet. Drench units with clear water just before setting. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as units are set. Fill dowel holes and anchor slots with mortar. Fill collar joint solid as units are set. Build concealed flashing into mortar joints as units are set. Leave head joints open in coping and other units with exposed horizontal surfaces. Keep joints clear of mortar and rake out to receive sealant. Install joint sealants at joints in the stones.

205.7 The existing coping stones are to be cleaned using power wash with mild detergent before re-installation.

205.8 Apply a water repellent surface sealer or waterproof coating as specified.

206. Furnish and install new lead coated copper flashings.

206.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.

206.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

206.3 Remove existing deteriorated coping stones carefully without damaging the masonry below.

206.4 Remove deteriorated mortar bed below using chisels and mallets and other handheld tools without damaging masonry and parge the top of the wall to provide an even surface for the stone.

206.5 Replace only damaged coping stones. Provide new cast stone units complying with ASTM C 1364. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666, Procedure A, as modified by ASTM C 1364. Colors and Textures: Match existing units. Reinforce units as indicated and as required by ASTM C 1364. Use galvanized or epoxy-coated reinforcement when covered with less than 1-1/2 inches of material.

206.6 Set cast stone as indicated on drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances. Provide stainless steel anchors, a minimum of two anchors per stone. Provide 20 OZ Cheney interlocking copper cap flashing above brick masonry parapet. Drench units with clear water just before setting. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as units are set. Fill dowel holes and anchor slots with mortar. Fill collar joint solid as units are set. Build concealed flashing into mortar joints as units are set. Leave head joints open in coping and other units with exposed horizontal surfaces. Keep joints clear of mortar and rake out to receive sealant. Install joint sealants at joints in the stones.

206.7 The existing coping stones are to be cleaned using power wash with mild detergent before re-installation.

206.8 Apply a water repellent surface sealer or waterproof coating as specified.

207. Drilling and epoxy grouting stainless steel pins.

207.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.

207.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

207.3 Remove existing deteriorated coping stones carefully without damaging the masonry below.

207.4 Remove deteriorated mortar bed below using chisels and mallets and other handheld tools without damaging masonry and parge the top of the wall to provide an even surface for the stone.

207.5 Replace only damaged coping stones. Provide new cast stone units complying with ASTM C 1364. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666, Procedure A, as modified by ASTM C 1364. Colors and Textures: Match existing units. Reinforce units as indicated and as required by ASTM C 1364. Use galvanized or epoxy-coated reinforcement when covered with less than 1-1/2 inches of material.

207.6 Set cast stone as indicated on drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances. Provide stainless steel anchors, a minimum of two anchors per stone. Provide 20 OZ Cheney interlocking copper cap flashing above brick masonry parapet. Drench units with clear water just before setting. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as units are set. Fill dowel holes and anchor slots with mortar. Fill collar joint solid as units are set. Build concealed flashing into mortar joints as units are set. Leave head joints open in coping and other units with exposed horizontal surfaces. Keep joints clear of mortar and rake out to receive sealant. Install joint sealants at joints in the stones.

207.7 The existing coping stones are to be cleaned using power wash with mild detergent before re-installation.

207.8 Apply a water repellent surface sealer or waterproof coating as specified.

208. Reinstallation of existing stones with cleaning.

208.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.

208.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

208.3 Remove existing deteriorated coping stones carefully without damaging the masonry below.

208.4 Remove deteriorated mortar bed below using chisels and mallets and other handheld tools without damaging masonry and parge the top of the wall to provide an even surface for the stone.

208.5 Replace only damaged coping stones. Provide new cast stone units complying with ASTM C 1364. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666, Procedure A, as modified by ASTM C 1364. Colors and Textures: Match existing units. Reinforce units as indicated and as required by ASTM C 1364. Use galvanized or epoxy-coated reinforcement when covered with less than 1-1/2 inches of material.

208.6 Set cast stone as indicated on drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances. Provide stainless steel anchors, a minimum of two anchors per stone. Provide 20 OZ Cheney interlocking copper cap flashing above brick masonry parapet. Drench units with clear water just before setting. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as units are set. Fill dowel holes and anchor slots with mortar. Fill collar joint solid as units are set. Build concealed flashing into mortar joints as units are set. Leave head joints open in coping and other units with exposed horizontal surfaces. Keep joints clear of mortar and rake out to receive sealant. Install joint sealants at joints in the stones.

208.7 The existing coping stones are to be cleaned using power wash with mild detergent before re-installation.

208.8 Apply a water repellent surface sealer or waterproof coating as specified.

209. Furnish and install new coping stones.

209.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.

209.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

209.3 Remove existing deteriorated coping stones carefully without damaging the masonry below.

209.4 Remove deteriorated mortar bed below using chisels and mallets and other handheld tools without damaging masonry and parge the top of the wall to provide an even surface for the stone.

209.5 Replace only damaged coping stones. Provide new cast stone units complying with ASTM C 1364. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666, Procedure A, as modified by ASTM C 1364. Colors and Textures: Match existing units. Reinforce units as indicated and as required by ASTM C 1364. Use galvanized or epoxy-coated reinforcement when covered with less than 1-1/2 inches of material.

209.6 Set cast stone as indicated on drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances. Provide stainless steel anchors, a minimum of two anchors per stone. Provide 20 OZ Cheney interlocking copper cap flashing above brick masonry parapet. Drench units with clear water just before setting. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as units are set. Fill dowel holes and anchor slots with mortar. Fill collar joint solid as units are set. Build concealed flashing into mortar joints as units are set. Leave head joints open in coping and other units with exposed horizontal surfaces. Keep joints clear of mortar and rake out to receive sealant. Install joint sealants at joints in the stones.

209.7 The existing coping stones are to be cleaned using power wash with mild detergent before re-installation.

209.8 Apply a water repellent surface sealer or waterproof coating as specified.

210. Furnish and install new sealants between coping stones.

210.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.

211.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

210.3 Remove existing deteriorated coping stones carefully without damaging the masonry below.

210.4 Remove deteriorated mortar bed below using chisels and mallets and other handheld tools without damaging masonry and parge the top of the wall to provide an even surface for the stone.

210.5 Replace only damaged coping stones. Provide new cast stone units complying with ASTM C 1364. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666, Procedure A, as modified by ASTM C 1364. Colors and Textures: Match existing units. Reinforce units as indicated and as required by ASTM C 1364. Use galvanized or epoxy-coated reinforcement when covered with less than 1-1/2 inches of material.

210.6 Set cast stone as indicated on drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances. Provide stainless steel anchors, a minimum of two anchors per stone. Provide 20 OZ Cheney interlocking copper cap flashing above brick masonry parapet. Drench

units with clear water just before setting. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as units are set. Fill dowel holes and anchor slots with mortar. Fill collar joint solid as units are set. Build concealed flashing into mortar joints as units are set. Leave head joints open in coping and other units with exposed horizontal surfaces. Keep joints clear of mortar and rake out to receive sealant. Install joint sealants at joints in the stones.

210.7 The existing coping stones are to be cleaned using power wash with mild detergent before re-installation.

210.8 Apply a water repellent surface sealer or waterproof coating as specified.

211. Cleaning and coating of existing stones.

211.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.

211.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

211.3 Remove existing deteriorated coping stones carefully without damaging the masonry below.

211.4 Remove deteriorated mortar bed below using chisels and mallets and other handheld tools without damaging masonry and parge the top of the wall to provide an even surface for the stone.

211.5 Replace only damaged coping stones. Provide new cast stone units complying with ASTM C 1364. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666, Procedure A, as modified by ASTM C 1364. Colors and Textures: Match existing units. Reinforce units as indicated and as required by ASTM C 1364. Use galvanized or epoxy-coated reinforcement when covered with less than 1-1/2 inches of material.

211.6 Set cast stone as indicated on drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances. Provide stainless steel anchors, a minimum of two anchors per stone. Provide 20 OZ Cheney interlocking copper cap flashing above brick masonry parapet. Drench units with clear water just before setting. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as units are set. Fill dowel holes and anchor slots with mortar. Fill collar joint solid as units are set. Build concealed flashing into mortar joints as units are set. Leave head joints open in coping and other units with exposed horizontal surfaces. Keep joints clear of mortar and rake out to receive sealant. Install joint sealants at joints in the stones.

211.7 The existing coping stones are to be cleaned using power wash with mild detergent before re-installation.

211.8 Apply a water repellent surface sealer or waterproof coating as specified.

212. CMU Backup Wall Repair and Waterproofing.

213. Replacement of Deteriorated CMU Back-up.

213.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.

213.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

213.3 Remove loose deteriorated CMU units using handheld tools such as chisels and mallets.

213.4 Remove excess mortar protruding from the wall and fill gaps in the joints.

213.5 Parge the surface of the wall even using mortar.

213.6 Waterproof the wall using W.R. Grace Bituthene waterproofing sheet as per manufacturer's instructions. Seal holes in the membrane sheet caused by the metal ties using mastic or other sealants approved by the membrane manufacturer.

214. Parging of CMU back-up wall.

214.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.

214.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

214.3 Remove loose deteriorated CMU units using handheld tools such as chisels and mallets.

214.4 Remove excess mortar protruding from the wall and fill gaps in the joints.

214.5 Parge the surface of the wall even using mortar.

214.6 Waterproof the wall using W.R. Grace Bituthene waterproofing sheet as per manufacturer's instructions. Seal holes in the membrane sheet caused by the metal ties using mastic or other sealants approved by the membrane manufacturer.

215. Waterproofing of back-up wall.

215.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.

215.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.

215.3 Remove loose deteriorated CMU units using handheld tools such as chisels and mallets.

215.4 Remove excess mortar protruding from the wall and fill gaps in the joints.

215.5 Parge the surface of the wall even using mortar.

215.6 Waterproof the wall using W.R. Grace Bituthene waterproofing sheet as per manufacturer's instructions. Seal holes in the membrane sheet caused by the metal ties using mastic or other sealants approved by the membrane manufacturer.

216. Brick Masonry Piers.

217. Isolated repair of existing masonry piers (removal and replacement).

217.1 Set up protection, scaffolding/swingstage as per OSHA requirements.

217.2 Remove deteriorated/cracked brick/masonry (individual units or an area) using handheld tools, chisels, and mallets without damaging adjacent masonry units.

217.3 Provide and install new brick/masonry units and mortar to match existing. Provide reinforcing ties at joints. Provide a minimum of 2 ties, if repair area is less than 2 sq.ft, and 1 tie per 1 sq. ft. area of replacement.

217.4 Provide and construct new 16"x16" brick masonry pier. The masonry units and the mortar match existing in color and texture. Provide joint reinforcement every three courses.

218. Reconstruction of isolated areas of pier.

218.1 Set up protection, scaffolding/swingstage as per OSHA requirements.

218.2 Remove deteriorated/cracked brick/masonry (individual units or an area) using handheld tools, chisels and mallets without damaging adjacent masonry units.

218.3 Provide and install new brick/masonry units and mortar to match existing. Provide reinforcing ties at joints. Provide a minimum of 2 ties, if repair area is less than 2 sq.ft, and 1 tie per 1 sq. ft. area of replacement.

218.4 Provide and construct new 16"x16" brick masonry pier. The masonry units and the mortar match existing in color and texture. Provide joint reinforcement every three courses.

219. Construction of new masonry piers.

219.1 Set up protection, scaffolding/swingstage as per OSHA requirements.

219.2 Remove deteriorated/cracked brick/masonry (individual units or an area) using handheld tools, chisels, and mallets without damaging adjacent masonry units.

219.3 Provide and install new brick/masonry units and mortar to match existing. Provide reinforcing ties at joints. Provide a minimum of 2 ties, if repair area is less than 2 sq.ft, and 1 tie per 1 sq. ft. area of replacement.

219.4 Provide and construct new 16”x16” brick masonry pier. The masonry units and the mortar match existing in color and texture. Provide joint reinforcement every three courses.

220. Crack Repair

221. Drill and install new stainless-steel pins.

221.1 Set up protection, scaffolding/swingstage as per OSHA requirements.

221.2 Drill and install stainless steel 3/8” dia. threaded rods or pins or Sika propriety anchors in the mortar joints on both side of the crack. The pins shall have a minimum embedment of 2 inches into the back-up wall. Install pins every three courses or 12 inches o.c.

221.3 In solid masonry walls, grout the cracks using non-shrink grout injecting under pressure.

221.4 Remove cracked bricks and install new bricks to match existing.

222. Grouting of open cracks.

222.1 Set up protection, scaffolding/swingstage as per OSHA requirements.

222.2 Drill and install stainless steel 3/8” dia. threaded rods or pins or Sika propriety anchors in the mortar joints on both side of the crack. The pins shall have a minimum embedment of 2 inches into the back-up wall. Install pins every three courses or 12 inches o.c.

222.3 In solid masonry walls, grout the cracks using non-shrink grout injecting under pressure.

222.4 Remove cracked bricks and install new bricks to match existing.

223. Replacement of cracked bricks.

223.1 Set up protection, scaffolding/swingstage as per OSHA requirements.

223.2 Drill and install stainless steel 3/8” dia. threaded rods or pins or Sika propriety anchors in the mortar joints on both side of the crack. The pins shall have a minimum embedment of 2 inches into the back-up wall. Install pins every three courses or 12 inches o.c.

223.3 In solid masonry walls, grout the cracks using non-shrink grout injecting under pressure.

223.4 Remove cracked bricks and install new bricks to match existing.

224. Concrete Removal.

225. Perimeter sawcutting.

225.1 Setup sidewalk protection, perimeter netting as required by local authorities and OSHA.

225.2 Setup swingstage/scaffolding as per OSHA and local requirements.

225.3 Sound the concrete slab, beam edge and/or other deteriorated and sound concrete surfaces using a hammer or sounding device and mark locations of concrete delaminations.

225.4 Sawcut the perimeter of the repair area ½” deep without cutting any reinforcement.

225.5 Using 15-pound chipping hammers, remove delaminated and sound concrete to expose embedded steel reinforcement. The removal shall extend to expose at least 6 inches of clean reinforcement without any corrosion. Remove concrete a minimum of ¾” below the reinforcing or to sound concrete.

226. Removal of existing concrete (2” depth).

226.1 Setup sidewalk protection, perimeter netting as required by local authorities and OSHA.

226.2 Setup swingstage/scaffolding as per OSHA and local requirements.

226.3 Sound the concrete slab, beam edge and/or other deteriorated and sound concrete surfaces using a hammer or sounding device and mark locations of concrete delaminations.

226.4 Sawcut the perimeter of the repair area ½” deep without cutting any reinforcement.

226.5 Using 15-pound chipping hammers, remove delaminated and sound concrete to expose embedded steel reinforcement. The removal shall extend to expose at least 6 inches of clean

reinforcement without any corrosion. Remove concrete a minimum of ¾" below the reinforcing or to sound concrete.

227. Removal of existing concrete (3.5" depth).

227.1 Setup sidewalk protection, perimeter netting as required by local authorities and OSHA.

227.2 Setup swingstage/scaffolding as per OSHA and local requirements.

227.3 Sound the concrete slab, beam edge and/or other deteriorated and sound concrete surfaces using a hammer or sounding device and mark locations of concrete delaminations.

227.4 Sawcut the perimeter of the repair area ½" deep without cutting any reinforcement.

227.5 Using 15-pound chipping hammers, remove delaminated and sound concrete to expose embedded steel reinforcement. The removal shall extend to expose at least 6 inches of clean reinforcement without any corrosion. Remove concrete a minimum of ¾" below the reinforcing or to sound concrete.

228. New Concrete and Coating.

229. Placement of new high strength patching mortar (2" depth).

229.1 Setup sidewalk protection, perimeter netting as required by local authorities and OSHA.

229.2 Setup swingstage/scaffolding as per OSHA and local requirements.

229.3 Use "Eucocrete" by Euclid Chemical Company or approved equal.

229.4 The existing concrete must be clean and rough. The surface must be prepared using scabbler, bushhammer or scarifier which will give a surface profile of a minimum of 1/8" and expose the coarse aggregate of the concrete.

229.5 Edges should be sawcut ¼" deeper than the depth of repair and the floor should be notched at the edge of repair to provide a lock-in, reinforced edge.

229.6 Wet concrete surface and keep it damp. No ponding of water on the surface.

229.7 Apply a scrub coat of Eucocrete with SBR latex.

229.8 Mix Eucocrete as per manufacturer's instruction and place concrete and finish to the texture specified. Do not add additional water for finishing.

229.9 Wet cure area for three days. If wet cure is not possible, cure the floor with a high solids curing compound such as Super Aqua-Cure, Super Rezseal by Euclid or approved equal. In hot, windy or direct sunlight situations, re-wet the surface after the curing compound has dried and cover the area with polyethylene for a minimum of three days.

229.10 For patching vertical and overhead surfaces, use Euclid "Verticoat" or Sika SHB patching mortar. Install and cure as per manufacturer's instructions.

229.11 After 28 days of curing, clean concrete surface free of all laitance and curing compounds using power washing, grinding and/or shotblasting and install waterproof coating as per manufacturer's recommendations.

229.12 For vertical and overhead concrete surfaces, install acrylic polymer emulsion wall coating.

229.13 For horizontal traffic surfaces, use Vulkem "Traffic Membrane Light Duty" or approved equal.

230. Placement of new high strength patching mortar (3.5" depth).

230.1 Setup sidewalk protection, perimeter netting as required by local authorities and OSHA.

230.2 Setup swingstage/scaffolding as per OSHA and local requirements.

230.3 Use "Eucocrete" by Euclid Chemical Company or approved equal.

230.4 The existing concrete must be clean and rough. The surface must be prepared using scabbler, bushhammer or scarifier which will give a surface profile of a minimum of 1/8" and expose the coarse aggregate of the concrete.

230.5 Edges should be sawcut ¼" deeper than the depth of repair and the floor should be notched at the edge of repair to provide a lock-in, reinforced edge.

230.6 Wet concrete surface and keep it damp. No ponding of water on the surface.

230.7 Apply a scrub coat of Eucocrete with SBR latex.

230.8 Mix Eucocrete as per manufacturer's instruction and place concrete and finish to the texture specified. Do not add additional water for finishing.

230.9 Wet cure area for three days. If wet cure is not possible, cure the floor with a high solids curing compound such as Super Aqua-Cure, Super Rezseal by Euclid or approved equal. In hot, windy or direct sunlight situations, re-wet the surface after the curing compound has dried and cover the area with polyethylene for a minimum of three days.

230.10 For patching vertical and overhead surfaces, use Euclid "Verticoat" or Sika SHB patching mortar. Install and cure as per manufacturer's instructions.

230.11 After 28 days of curing, clean concrete surface free of all laitance and curing compounds using power washing, grinding and/or shotblasting and install waterproof coating as per manufacturer's recommendations.

230.12 For vertical and overhead concrete surfaces, install acrylic polymer emulsion wall coating.

230.13 For horizontal traffic surfaces, use Vulkem "Traffic Membrane Light Duty" or approved equal.

231. Cleaning and coating of concrete surface.

231.1 Setup sidewalk protection, perimeter netting as required by local authorities and OSHA.

231.2 Setup swingstage/scaffolding as per OSHA and local requirements.

231.3 Use "Eucocrete" by Euclid Chemical Company or approved equal.

231.4 The existing concrete must be clean and rough. The surface must be prepared using scabbler, bushhammer or scarifier which will give a surface profile of a minimum of 1/8" and expose the coarse aggregate of the concrete.

231.5 Edges should be sawcut ¼" deeper than the depth of repair and the floor should be notched at the edge of repair to provide a lock-in, reinforced edge.

231.6 Wet concrete surface and keep it damp. No ponding of water on the surface.

231.7 Apply a scrub coat of Eucocrete with SBR latex.

231.8 Mix Eucocrete as per manufacturer's instruction and place concrete and finish to the texture specified. Do not add additional water for finishing.

231.9 Wet cure area for three days. If wet cure is not possible, cure the floor with a high solids curing compound such as Super Aqua-Cure, Super Rezseal by Euclid or approved equal. In hot, windy or direct sunlight situations, re-wet the surface after the curing compound has dried and cover the area with polyethylene for a minimum of three days.

231.10 For patching vertical and overhead surfaces, use Euclid "Verticoat" or Sika SHB patching mortar. Install and cure as per manufacturer's instructions.

231.11 After 28 days of curing, clean concrete surface free of all laitance and curing compounds using power washing, grinding and/or shotblasting and install waterproof coating as per manufacturer's recommendations.

231.12 For vertical and overhead concrete surfaces, install acrylic polymer emulsion wall coating.

231.13 For horizontal traffic surfaces, use Vulkem "Traffic Membrane Light Duty" or approved equal.

232. Sidewalk Bridging.

232.1 Furnish and install new sidewalk bridge with lighting conforming to local ordinances and OSHA regulations.

232.2 Sidewalk bridges should be designed to carry a minimum superimposed load of 300 PSF, but not less than the load required by the local ordinances.

232.3 Sidewalk bridges shall not obstruct buildings entrances, exits, fire escapes and stairs.

232.4 Sidewalk bridges shall be designed by a Professional Engineer registered in the state where the project is located, and the drawings should be approved by the Building Dept. or local agency prior to installation.

232.5 The sidewalk bridge should be checked and maintained and provide rental and maintenance costs.

233. Temporary Roof Protection

233.1 Protect existing roof from construction damage. Spread plastic sheet and cover the roof continuously with plywood. Place dead weight evenly on the plywood, so that they are not moved by heavy winds.

234. Metal work

235. Remove standard metal decking

235.1 Before work starts, area below work must be protected and/or barricaded before deck removal begins.

235.2 Remove deteriorated decking.

235.3 Dispose of old decking in an approved dumpsite or with scrap metal buyer.

235.4 All decking must be replaced and covered daily.

236. Install metal decking. 1-1/2" deep, 20 gauge, standard profile

236.1 Steel galvanized metal deck units, ASTM A 446, Grade A; galvanizing per ASTM A 525, G60 (SDI "Design Manual for Floor Decks and Roof Decks").

236.2 Use coated self-tapping deck screws.

236.3 All welding per SWA "Structural Welding Code."

236.4 Paint must be rust inhibitive. Existing deck will be painted, where required.

236.5 Install deck units and accessories in accordance with manufacturer's recommendations and final shop drawings.

236.6 Place deck units on supporting steel framework and adjust to final position with ends accurately aligned and bearing on supporting members before being permanently fastened. Do not stretch or contract side lap interlocks.

236.7 Place deck unit in straight alignment for entire length of run of cells and with close alignment between cells at ends of abutting units.

236.8 Place deck units flat and square, secured to adjacent framing without warp or excessive deflection.

236.9 Do not place deck units on concrete supporting structure until concrete is cured and dry.

236.10 Coordinate and cooperate with structural steel erector in locating decking bundles to prevent overloading of structural members.

236.11 Fasten roof deck units to steel supporting members by not less than 1/2" diameter fusion welds or elongated welds of equal strength, spaced not more than 12" o.c. at supports, and at closer spacing where required for lateral force resistance.

236.12 Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds and methods used in correcting welding work.

236.13 Use welding washers where recommended by deck manufacturer.

236.14 Lock side laps of adjacent deck units between supports with screws on 36" centers.

236.15 Provide reinforcement at opening to match that that exists.

237. Install steel plate, two sizes.

237.1 Galvanized, 10-gauge steel; also, extra heavy-duty, 1/4th inch thick. Mechanically attached to meet local needs. Must be supported to comply with surrounding/adjacent conditions. (Gauge to match existing, as necessary.)

237.2 Angle iron or steel plate, 1/4" mechanically attached to meet local needs. Must be supported to comply with surrounding/adjacent conditions.

237.3 Cover limited openings in a deck. Steel may be used as required in horizontal or vertical conditions, decking, coverings, or framing.

238. 10-gauge standard application

239. Extra heavy-duty, 1/4th inch thick

239.1 Mechanically attached to meet local needs. Must be supported to comply with surrounding/adjacent conditions. (Gauge to match existing, as necessary.)

239.2 Angle iron or steel plate, 1/4" mechanically attached to meet local needs. Must be supported to comply with surrounding/adjacent conditions.

239.3 Cover limited openings in a deck. Steel may be used as required in horizontal or vertical conditions, decking, coverings, or framing.

240. Remove metal counterflashing.

240.1 Remove existing counterflashing.

240.2 Dispose of old counterflashing in an approved dumpsite or with scrap metal buyer.

241. Counterflashing, galvanized, 24 gauge, 6" width.

241.1 Sheet steel, ASTM 526, with 1.25 oz. per square foot galvanized coating.

241.2 Hemmed and with a 45° drip edge.

242. Counterflashing, copper, 16 oz., 6" width.

242.1 Copper, ASTM B 370-84O.

242.2 Hemmed and with a 45° drip edge.

243. Remove metal edge, gravel stop, eave strip, or coping.

243.1 Remove existing counterflashing.

243.2 Dispose of waste in an approved dumpsite or with scrap metal buyer.

244. Metal edge raised, galvanized steel fascia/eave drip; 6" face, hemmed, continuous cleat, 3" deck flange.

244.1 Steel, ASTM A 526, with 1.25 oz. per square feet galvanized coating.

244.2 In compliance with ICC IBC, 2021 Edition, 1504.6 Edge systems for low-slope roofs. Metal fascia. In compliance with ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs.

244.3 Treated wood cant.

244.4 Approved fasteners, according to prime contractor.

244.5 Install face to roof edge. Installation to comply with fascia manufacturer's specifications.

244.6 Flash (seal) fascia as specified by manufacturer.

245. Gravel stop, galvanized steel, 24 gauge, 6" face.

245.1 Steel, ASTM A 526, with 1.25 oz. per square feet galvanized coating, 24 gauge.

245.2 Solder, ASTM B 32-93, alloy grade Sn50A. Neutralize flux after soldering.

245.3 Continuous cleat, 22-gauge sheet steel with 1.25 oz. per square feet galvanized coating.

245.4 Fabricate and install gravel stop per SMACNA and NRCA standards. In compliance with ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs.

245.5 Set flashing in asphalt mastic 3” on center, staggered.

245.6 Strip flange per roofing manufacturer’s specifications.

245.7 Install butt plates between sections.

246. Remove metal gutter.

246.1 Remove existing gutter.

246.2 Dispose of old metal in an approved dumpsite or with scrap metal buyer.

247. Gutter, galvanized steel, ASTM 526, with 1.25 oz/square foot galvanized coating, 24 gauge, 5” box or ogee style, joints and end caps shall be soldered.

247.1 Install gutters where specified by work order.

247.2 Installation must conform to SMACNA manual details.

247.3 Stiffeners shall be installed 36” o.c.

247.4 Gutters shall have spacers and gutter brackets. Brackets shall be sized per manufacturer’s instruction, or 36” on center with gutter spacers spaced equally between brackets. Brackets shall be sized per Table 1-8, Architectural Sheet Metal Manual, 5th edition.

247.5 Gutter shall be fabricated from flat stock (minimum 1/16 x 1 inch of the same material as the gutter). Spacers shall be attached as shown in the Architectural Sheet Metal Manual, 5th edition, figure 1-13A.

247.6 Owner may wish to match to existing gutter style and size. In such instances, the most stringent details in the Architectural Sheet Metal Manual, 5th edition, shall be the minimum standard.

247.7 Gutter expansion joints shall be sized per table 1-7 of the Architectural Sheet Metal Manual, 5th edition. Details shown in figures 1-5 and 1-6 are the minimum standards.

248. Gutter, aluminum, .050” thick 5” box or ogee, painted, Kynar finish.

248.1 Install gutters with approved fasteners where specified by work order.

248.2 Installation must conform to most current SMACNA manual details, and NRCA and roofing manufacturer’s details.

248.3 Stiffeners shall be installed 36” o.c., as will support brackets.

249. Gutter, copper, 16 oz, half round, 5” wide.

249.1 Install pre-manufactured copper gutters with approved fasteners where specified by work order.

249.2 Installation must conform to most current SMACNA manual details, and NRCA and roofing manufacturer’s details.

249.3 Stiffeners shall be installed 36” o.c., as will support brackets.

250. Gutter, copper, 16 oz, half round, 6” wide.

250.1 Install pre-manufactured copper gutters with approved fasteners where specified by work order.

250.2 Installation must conform to most current SMACNA manual details, and NRCA and roofing manufacturer’s details.

250.3 Stiffeners shall be installed 36” o.c., as will support brackets.

251. Remove metal downspouts.

251.1 Remove existing downspouts.

251.2 Dispose of old downspouts in an approved dumpsite or with scrap metal buyer.

252. Downspouts, aluminum, .024” thick, 3” x 4”, painted, installed.

252.1 Materials must have two coats of factory applied baked-on enamel; color selected by owner.

253. Downspouts, GI, 24 gauge 3" x 4", installed.

253.1 Materials per ASTM A 526, with 1.25 oz. per square feet galvanized coating.

254. Downspouts, GI, 24 gauge, 4" round, installed.

254.1 Materials per ASTM A 526, with 1.25 oz. per square feet galvanized coating.

255. Downspouts, copper, 16 oz., 6" round, installed.

255.1 ASTM B 370-84A, to match existing spouts.

256. Downspouts, strainer.

256.1 Copper.

256.2 Galvanized steel. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

256.3 Install downspout strainer in gutter, where specified.

257. Metal flashing, apron flashing, 9" wide.

257.1 16 oz. copper per ASTM B 370-81.

257.2 Steel, ASTM A 526, with 1.25 oz. per square feet galvanized coating.

257.3 Installation must conform to NRCA and roofing manufacturer's details.

258. Metal flashing, step flashing.

258.1 16 oz. copper per ASTM B 370-81.

258.2 Steel, ASTM A 526, with 1.25 oz. per square feet galvanized coating.

258.3 Flashing must conform to SMACNA manual details.

259. Metal splash pan, 16 oz.

259.1 16 oz. copper per ASTM B 370-81.

259.2 Steel, ASTM A 526, with 1.25 oz. per square feet galvanized coating.

259.3 Solder and flux.

259.4 Fabricate splash pans a minimum of 12" wide, 18" long, with 1" sides hemmed 1/2" on 3 sides.

259.5 Installation must conform to SMACNA manual details.

260. Metal trim, aluminum, .032" thick, painted.

260.1 Material shall have a Kynar finish.

260.2 Fabricate and install metal trim to conform to building as specified in work order.

260.3 Installation must conform to SMACNA manual details.

261. Metal storm collar.

261.1 16 oz. copper per ASTM B 370-81.

261.2 Steel, ASTM A 526, with 1.25 oz. per square feet galvanized coating.

261.3 Stainless steel, 26-gauge, ASTM A 167-82.

261.4 Aluminum, .032, ASTM B 221-82A.

261.5 Install storm collars over all pitched pockets as directed by prime contractor using specified material.

261.6 Install in cone shaped configuration per NRCA.

262. Metal coping, galvanized steel, 24 gauge, standing seam. In compliance with ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs.

262.1 Steel, ASTM A 526, with 1.25 oz. per square feet galvanized coating. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

262.2 Continuous cleat, 22-gauge, galvanized sheet steel, ASTM A 526. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

262.3 Fasteners as specified by roofing manufacturer. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

262.4 Fabricate coping cap per SAMNA details. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

262.5 Fascia edges to extend past wood a minimum of 1". In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

262.6 Fasten face with continuous lock strip. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

262.7 Fasten backside with screws and neoprene washers 30" o.c.

263. Metal coping, galvanized steel, 24 gauge, with butt plate. ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs

263.1 Steel, ASTM A 526, with 1.25 oz. per square feet galvanized coating.

263.2 Continuous cleat, 22-gauge, galvanized sheet steel, ASTM A 526. In compliance with ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs.

263.3 Fasteners as specified by roofing manufacturer. ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs.

263.4 Fabricate coping cap with standing seams per most current SMACNA details. In compliance with ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs.

263.5 Fascia edges to extend past wood a minimum of 1".

263.6 Fasten face with continuous lock strip. In compliance with ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs.

263.7 Fasten backside with screws and neoprene washers in compliance with ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs.

264. Resolder joints in sheet metal.

264.1 Flux, cleaner, and solder as needed, and experience.

264.2 Wire brush the joint.

264.3 Clean area to be soldered.

264.4 Apply flux and solder as per SMACNA specifications.

264.5 Clean up site when through.

265. Metal edge, aluminum, .050" thick, 6" face, painted.

265.1 Material shall have a Kynar finish.

265.2 Metal edge shall have a minimum 6" face. In compliance ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs

265.3 Fabricate and install metal trim to conform to building as specified in work order.

265.4 Installation must conform to SMACNA manual details. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

266. Metal edge, aluminum, free floating fascia system. In compliance with ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs.

266.1 Metal edge shall have a minimum 6" face. In compliance with ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs.

266.2 Fabricate and install metal trim to conform to building as specified in work order.

266.3 Assemble fascia sections, deck bracket units, and joint plate to form each 10' fascia section.

266.4 Begin at corners. Snap prefabricated corner with joint plates onto first fascia section.

266.5 Position onto corner and loosely secure. Install remaining sections.

266.6 Visually align. Secure deck brackets to wood nailer.

266.7 Install new wood cant strip over deck brackets. Apply roofing membrane to top edge of cant.

266.8 Installation must conform to most current SMACNA manual details.

267. Parapet Wall Metal.

267.1 Metal panels are factory roll-formed 26- or 24-gauge steel, coated both sides with a layer of (Galvalume), aluminum-zinc alloy (approximately 55% aluminum, 45% zinc) applied by continuous hot dip method. Triple-spot minimum 0.55 once per square foot as determined by the triple-spot test per ASTM specification A-792. In compliance with ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs.

267.2 26 or 24 gauge galvanized, per ASTM specification A653, and painted with exterior colors of a full strength, 70% Kynar 500 & Hylar 5000 fluoropolymer coating.

267.3 Panels are designed in accordance with AISI "Specifications for the Design of Light Gauge, Cold-Formed Steel Structural Members", or CAN/CSAS136 "Cold-Formed Steel Structural Steel Members" and in accordance with sound engineering methods and practices.

268. Metal edge anodized finished aluminum, free floating fascia system 8 inches. In compliance with ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs.

268.1 A heavy aluminum extrusion with reinforced Hypalon elastomeric sheeting to form a flexible, free floating fascia system capable of accommodating dynamic perimeter roof movement. In compliance with ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs.

268.2 Install per manufacturer's specifications. In compliance with ICC IBC, 2021 Edition 1504.6 Edge systems for low slope roofs.

269. Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 8 inches. In compliance with ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs

269.1 A heavy aluminum extrusion with reinforced Hypalon elastomeric sheeting to form a flexible, free floating fascia system capable of accommodating dynamic perimeter roof movement. ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs.

269.2 Install per manufacturer's specifications. In compliance with ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs.

270. Metal edge anodized finished aluminum, free floating fascia system 6 inches. ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs.

270.1 A heavy aluminum extrusion with reinforced Hypalon elastomeric sheeting to form a flexible, free floating fascia system capable of accommodating dynamic perimeter roof movement.

270.2 Install per manufacturer's specifications. In compliance with ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs

271. Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 6 inches. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

271.1 A heavy aluminum extrusion with reinforced Hypalon elastomeric sheeting to form a flexible, free floating fascia system capable of accommodating dynamic perimeter roof movement. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

271.2 Install per manufacturer's specifications. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

272. New Aluminum Metal Cladding.

273. Furnish and install new uninsulated aluminum wall cladding.

273.1 Set up protection, scaffolding/swingstage as per OSHA requirements.

273.2 The aluminum panels are to be installed only on structurally sound walls. Provide concealed anchorages to the walls as recommended by the panel manufacturer.

273.3 The anchorages should be capable of withstanding the code stipulated wind loads.

273.4 The joints between panels should be overlapping and positively sealed against water and air intrusion.

274. Furnish and install new insulated aluminum wall cladding.

274.1 Set up protection, scaffolding/swingstage as per OSHA requirements.

274.2 The aluminum panels are to be installed only on structurally sound walls. Provide concealed anchorages to the walls as recommended by the panel manufacturer.

274.3 The anchorages should be capable of withstanding the code stipulated wind loads.

274.4 The joints between panels should be overlapping and positively sealed against water and air intrusion.

275. Furnish and install new insulated aluminum wall cladding panels (Architecture).

275.1 Set up protection, scaffolding/swingstage as per OSHA requirements.

275.2 The aluminum panels are to be installed only on structurally sound walls. Provide concealed anchorages to the walls as recommended by the panel manufacturer.

275.3 The anchorages should be capable of withstanding the code stipulated wind loads.

275.4 The joints between panels should be overlapping and positively sealed against water and air intrusion.

276. Cladding of roof parapet walls with copings.

276.1 Set up protection, scaffolding/swingstage as per OSHA requirements.

276.2 The aluminum panels are to be installed only on structurally sound walls. Provide concealed anchorages to the walls as recommended by the panel manufacturer.

276.3 The anchorages should be capable of withstanding the code stipulated wind loads.

276.4 The joints between panels should be overlapping and positively sealed against water and air intrusion.

277. New Exterior Finish Insulation System (EFIS).

277.1 Furnish and install an EFIS system by Dryvit as per manufacturer's recommendation.

277.2 Incorporate air and vapor barrier and weeping system as recommended by the manufacturer.

278. New exterior finish insulation system.

278.1 Furnish and install an EFIS system by Dryvit as per manufacturer's recommendation.

278.2 Incorporate air and vapor barrier and weeping system as recommended by the manufacturer.

279. New exterior finish insulation system w/o insulation.

279.1 Furnish and install an EFIS system by Dryvit as per manufacturer's recommendation.

279.2 Incorporate air and vapor barrier and weeping system as recommended by the manufacturer.

280. New Metal Copings.- New aluminum metal parapet copings.

280.1 Set up protection, scaffolding/swingstage as per OSHA requirements.

280.2 Field measure the parapet wall for fabrication of the metal coping for tight fit.

280.3 Install wood blocking on top of the wall and anchored to the wall.

280.4 Install continuous cleats on both sides of the wood blocking.

280.5 Install new anodized aluminum coping snapped on tight to the cleats.

280.6 Adjacent sections should be lapped a minimum of six inches and the joints should be sealed watertight with sealants**.**

281. Surface Preparation.

282. Cleaning of existing steel and surface.

282.1 Setup sidewalk protection, perimeter netting as required by local authorities and OSHA.

282.2 Setup swingstage/scaffolding as per OSHA and local requirements.

282.3 Remove all rust from rebars using grinders and other power tools and handheld tools.

282.4 Clean concrete surface free of all laitance by blowing using compressed air or power washing the surface.

282.5 Coat exposed reinforcing with corrosion inhibitor such as Corr-Bond or Euco #452 LV Epoxy manufactured by Euclid Chemical Company or approved equal.

283. Coating of existing reinforcement.

283.1 Setup sidewalk protection, perimeter netting as required by local authorities and OSHA.

283.2 Setup swingstage/scaffolding as per OSHA and local requirements.

283.3 Remove all rust from rebars using grinders and other power tools and handheld tools.

283.4 Clean concrete surface free of all laitance by blowing using compressed air or power washing the surface.

283.5 Coat exposed reinforcing with corrosion inhibitor such as Corr-Bond or Euco #452 LV Epoxy manufactured by Euclid Chemical Company or approved equal.

284. Exterior rated gypsum board sheathing and substrate

285. EFIS Repair

285.1 Repair the exterior insulation and finish system (EIFS).

285.2 Clean and prepare repair area.

285.3 Protect people, vehicles, property, and all surfaces not intended for cleaning from splash, residue, fumes, rinse and wind drift.

285.4 Repair holes or other damage using a Rapid Patch product. The product needs to be applied at a thickness of 3/4" - 1" to allow proper heat generation for rapid cure. Under normal conditions, finish can be applied the same day.

285.5 With a sharp utility knife, cut through and remove the lamina, exposing a neat uniform-sized area of insulation slightly larger than the damaged area. Using a disk grinder or belt sander with a 20-grit aluminum oxide disk or belt, remove the finish around the cut, exposing the reinforced base coat around the damage area.

285.6 Cut out the loose, damaged foam to reveal fresh foam. Cutting off the foam all the way to substrate is not recommended. When foam in the damaged area is well bonded to the substrate, care must be taken to expose as little of the substrate as possible and prevent rupturing the surface of the substrate. The area to be patched should be round or rectangular in shape and between 3/4" and 1" in depth. Deeper patches should be filled with a piece of EPS, so the patch thickness is within this range. Rapid Patch material may be used to adhere the EPS filler to the substrate. Precisely mask the surrounding finish with masking tape.

285.7 Mix the Rapid Patch and apply the mixture to the damaged area with a margin trowel to a depth of approximately 1/8" below the existing base coat surface. Also add a thin layer of material on the exposed base coat surrounding the patch. Cut a piece of Detail Mesh to the proper size and place over the wet Rapid Patch overlapping the existing base coat a minimum of 1". Add additional Rapid Patch material to completely fill the damaged area, cover the mesh and feather onto the surrounding base coat. If the material appears initially loose, wait a short time until it stiffens up and level off any imperfections with additional Rapid Patch mixture as needed.

285.8 When the patching material in the damaged area is stiff enough, use a clean, damp margin trowel to smooth out the surface. This may be repeated until a satisfactory surface is achieved. The trowel must be clean and damp prior to each smoothing.

285.9 Let Rapid Patch set for at least 60 minutes, depending on ambient conditions. Apply the new finish over the patched area and texture to match the surrounding finish. Do not sand the patched area prior to finish application.

285.10 Prepare and repair EIFS according to manufacturer's application guidelines and related industry standards.

286. Woodwork

287. Demolition of plywood or standard 1" x 6" decking.

287.1 Before work starts, area below work must be protected and/or barricaded before deck removal begins.

287.2 Remove deteriorated decking, nails, and fasteners.

287.3 Dispose of old decking that can't be reused in an approved dumpsite or, when asked, donate wood to school football team for homecoming bonfire.

287.4 Inspect roof joists; repair or replace as directed by prime contractor. (See separate line item.)

287.5 All decking must be replaced and covered daily and comply with most current OSHA, EPA, and local building codes and regulations.

288. Demolition of standard 2" x 6" tongue and groove decking.

288.1 Before work starts, area below work must be protected and/or barricaded before deck removal begins.

288.2 Remove deteriorated decking, nails, and fasteners.

288.3 Dispose of old decking that can't be reused in an approved dumpsite or, when asked, donate wood to school drama club for theater set construction.

288.4 Inspect roof joists; repair or replace as directed by prime contractor.

288.5 All decking must be replaced and covered daily and comply with most current OSHA, EPA, and local building codes and regulations.

289. Plywood decking, CDX, 1/2" thick (or 15/32" optional).

289.1 Plywood panels shall be identified with the American Plywood Association (APA) grade trademark and shall meet the requirements of U.S. Products Standard PS-1 for soft plywood construction.

289.2 All plywood which has any edge or surface permanently exposed to weather shall be of the exterior type.

289.3 Plywood roof decking shall be grade C-D or better with exterior glue.

289.4 Proper fasteners shall be used.

289.5 Verify that surfaces to receive decking are prepared and ready.

290. Plywood decking, CDX, 5/8" thick.

290.1 Plywood panels shall be identified with the American Plywood Association (APA) grade trademark and shall meet the requirements of U.S. Products Standard PS-1 for soft plywood construction.

290.2 All plywood which has any edge or surface permanently exposed to weather shall be of the exterior type.

290.3 Plywood roof decking shall be grade C-D or better with exterior glue.

290.4 Proper fasteners shall be used.

290.5 Verify that surfaces to receive decking are prepared and ready.

291. Plywood decking, CDX, 3/4" thick.

291.1 Plywood panels shall be identified with the American Plywood Association (APA) grade trademark and shall meet the requirements of U.S. Products Standard PS-1 for soft plywood construction.

291.2 All plywood which has any edge or surface permanently exposed to weather shall be of the exterior type.

291.3 Plywood roof decking shall be grade C-D or better with exterior glue.

291.4 Proper fasteners shall be used.

291.5 Verify that surfaces to receive decking are prepared and ready.

292. Standard 1" x 6" decking, tongue and groove.

292.1 1 x 6 commercial grade with 15% maximum moisture content, single tongue and groove edges with FB-1200 psi. Must be stamped with dry stamp.

292.2 Nails must meet Federal Specification FF-N-105B for common nails, style 10, cement coated.

292.3 Verify that the surfaces are still ready to receive decking.

292.4 Install decking continuous over three supports.

292.5 Drive deck members tight using short block; do not hammer tongue. (Or fingers)

292.6 Nail each member to support with two 30d common blind and face nail for decking up to 2 1/4" thick and 40d common blind and face nail for decking 2 3/4" to 3" thick. 292.7 Toe nail groove to tongue at 40 to 50-degree angle starting l 1/4" from groove edge. Nail to each purlin using 8d common nails.

293. Standard 2" x 6" tongue and groove decking.

293.1 2 x 6 commercial grade with 15% maximum moisture content, single tongue and groove edges with FB-1200 psi. Must be stamped with dry stamp.

293.2 Nails must meet Federal Specification FF-N-105B for common nails, style 10, cement coated.

293.3 Verify that the surfaces are still ready to receive decking.

293.4 Install decking continuous over three supports.

293.5 Drive deck members tight using short block; do not hammer tongue. (Or fingers)

293.6 Nail each member to support with two 30d common blind and face nail for decking up to 2 1/4" thick and 40d common blind and face nail for decking 2 3/4" to 3" thick. 293.7 Toe nail groove to tongue at 40 to 50-degree angle starting l 1/4" from groove edge. Nail to each purlin using 8d common nails.

294. Cants, wood fiber, trapezoidal, 1 1/2" x 5 5/8".

294.1 Wood fiberboard, ASTM C 208, asphalt impregnated.

294.2 Type IV (or appropriate type) steep asphalt, ASTM D 312-84, UL Class A.

294.3 Install wood fiber cants set in a continuous mopping of steep asphalt at a rate of 25 lbs. per 100 square feet.

295. Cants, SBX treated wood, 4" x 4" diagonal.

295.1 4 x 4 treated wood cut on bias to form cant strip. Southern Pine, No. 2 grade, free from warping and decay. Pressure treated with Chromated Copper Arsenate (CCA) to meet AWPB, LP22, 0.40 retention and marked.

295.2 Nails must meet Federal Specification FF-N-105B for common nails, style 10, cement coated.

295.3 Install treated cant to wood nailer as outlined in work order.

295.4 Cants to be nailed 16" o.c. and fastened to walls as required by roofing manufacturer.

295.5 Top edge shall be flush with wall.

295.6 Corners are to be mitered to fit snug.

296. Nailer, SBX treated wood, 1" x 4".

296.1 1 x 4 treated wood. Southern Pine, No. 2 grade, free from warping and decay. Pressure treated with Chromated Copper Arsenate (CCA) to meet AWPB, LP22, 0.40 retention and marked. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

296.2 Nails must meet Federal Specification FF-N-105B for common nails, style 10, cement coated.

296.3 Install wood blocking as outlined in work order. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

296.4 Fasten blocking with approved fasteners in two rows staggered on 24" centers.

297. Nailer, SBX treated wood, 2" x 4". In compliance with ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs

297.1 2 x 4 treated wood. Southern Pine, No. 2 grade, free from warping and decay. Pressure treated with Chromated Copper Arsenate (CCA) to meet AWPB, LP22, 0.40 retention and marked. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

297.2 Nails must meet Federal Specification FF-N-105B for common nails, style 10, cement coated.

297.3 Install wood blocking as outlined in work order. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

297.4 Fasten blocking with approved fasteners in two rows staggered on 24" centers.

298. Nailer, SBX treated wood,

299. 2" x 6"

299.1 2 x 6 treated wood. Southern Pine, No. 2 grade, free from warping and decay. Pressure treated with Chromated Copper Arsenate (CCA) to meet AWPB, LP22, 0.40 retention and marked. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

299.2 Nails must meet Federal Specification FF-N-105B for common nails, style 10, cement coated.

299.3 Install wood blocking as outlined in work order. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

299.4 Fasten blocking with approved fasteners in two rows staggered on 24" centers.

300. 2" x 8" optional In compliance with ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs.

300.1 2 x 8 treated wood. Southern Pine, No. 2 grade, free from warping and decay. Pressure treated with Chromated Copper Arsenate (CCA) to meet AWPB, LP22, 0.40 retention and marked. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

300.2 Nails must meet Federal Specification FF-N-105B for common nails, style 10, cement coated.

300.3 Install wood blocking as outlined in work order. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

300.4 Fasten blocking with approved fasteners in two rows staggered on 24" centers.

301. Curbing, SBX treated wood, 2" x 12". In compliance with ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs.

301.1 2 x 12 treated wood. Southern Pine, No. 2 grade, free from warping and decay. Pressure treated with Chromated Copper Arsenate (CCA) to meet AWPB, LP22, 0.40 retention and marked. In compliance with ICC IBC, 2021 Edition, 1504.6 Edge systems for low slope roofs.

301.2 Nails must meet Federal Specification FF-N-105B for common nails, style 10, cement coated.

301.3 Prepare area to receive curb as outlined in work order.

301.4 Fabricate curb to fit opening as outlined in work order.

301.5 Nail or screw curb in place using applicable fastener for deck type.

301.6 Install new joist with crown edge up.

301.7 Support ends of each member minimum 3" of bearing on wood.

301.8 Lap members framing from opposite side of beams, minimum 4".

301.9 Support joist alternately at ends with solid blocking, 2" thick by depth of joist, between members crossing bearing joint.

301.10 When nominal depth to thickness ratio of joist exceeds 6, install bridging at 8' intervals.

301.11 Double rafters at roof openings to provide headers and trimmers and support with metal hangers following local building code.

302. Joist, fir,

303. 2" x 6".

303.1 2 x 6 fir, standard grade or better for light framing; grade 2 or better for structural framing.

303.2 Nails must meet Federal Specification FF-N-105B for common nails, 16d, style 10, coated.

303.3 Bolts, ASTM A 309-76B, Grade A.

303.4 Lag screws and bolts FF-561-C, Type II, Hex Head, Grade B.

303.5 Toggle Bolts, Federal Specification FF-B-558-C, Type I, Class A, Style I.

303.6 Install new joist with crown edge up.

303.7 Support ends of each member minimum 3" of bearing on wood.

303.8 Lap members framing from opposite side of beams, minimum 4".

303.9 Support joist alternately at ends with solid blocking, 2" thick by depth of joist, between members crossing bearing joint.

303.10 When nominal depth to thickness ratio of joist exceeds 6, install bridging at 8' intervals.

303.11 Double rafters at roof openings to provide headers and trimmers and support with metal hangers following local building code.

304. 2' X 8" Optional

305. Joist, fir,

306. 2" x 10".

306.1 2 x 10 fir, standard grade or better for light framing; grade 2 or better for structural framing.

306.2 Nails must meet Federal Specification FF-N-105B for common nails, 16d, style 10, coated.

306.3 Bolts, ASTM A 309-76B, Grade A.

306.4 Lag screws and bolts FF-561-C, Type II, Hex Head, Grade B.

306.5 Toggle Bolts, Federal Specification FF-B-558-C, Type I, Class A, Style I.

306.6 Install new joist with crown edge up.

306.7 Support ends of each member minimum 3" of bearing on wood.

306.8 Lap members framing from opposite side of beams, minimum 4".

306.9 Support joist alternately at ends with solid blocking, 2" thick by depth of joist, between members crossing bearing joint.

306.10 When nominal depth to thickness ratio of joist exceeds 6, install bridging at 8' intervals.

306.11 Double rafters at roof openings to provide headers and trimmers and support with metal hangers following

307. 2" X 12" optional

308. Standing Seam Metal Roof System (SSMRS) Price Each installation, inspection, renovation, maintenance and repair equipment, supplies, and materials.

309. Specification Using Line Items

310. Pre-engineered SSMRS, products (20-year roof)

310.1 Pre-engineered metal roofs shall be systems with high locking ribs and concealed fastener clips that will allow the roof to experience natural expansion and contraction without damage to the seams or fasteners during extreme heat and cold conditions.

310.2 When possible, the SSMRS installed will be manufactured by one company. If the manufacturer is not the prime contractor, the SSMRS system will have the same warranty as other systems offered on this contract. The manufacturer must have been designing and manufacturing certified pre-engineered metal roofing systems for at least ten years; twenty years or more manufacturing experience is preferred. Roofing panels shall be formed by the manufacturer in their factory under ISO 9000 certification and practices.

310.3 The installer will be certified in the installation of metal roofing.

310.4 The design dead load (weight of the SSMRS components) shall be determined by the manufacturer, and shall not exceed the design load of the structure, as determined by structural analysis

310.5 Wind uplift loads shall meet or exceed FM-I-90. Thermal loads shall allow a 100-degree temperature range without damage to the structure.

310.6 Structural cold formed steel framing members and their connections shall be in conformance to AISI SG-673. Slopes from 1/4:12 to 1/2:12 may require a trapezoidal panel.

310.7 Fasteners shall be zinc-coated, stainless steel or cadmium, aluminum, corrosion resistant steel, or nylon capped steel, as specified by the manufacturer. All exposed metal roof fasteners shall have the same coating and thickness of coating as the panels. Any exposed metal roof fasteners shall be gasketed or have gasketed washers on the exterior side of the covering to waterproof the penetration. Washers shall be neoprene or other equally durable elastomeric material approximately 1/8th inch thick. Screws and bolts shall be as recommended by the manufacturer. Bolts shall have locking washers and nuts. Blind screw-type expandable fasteners shall be not less than 1/4th inch diameter; blind pop rivets shall be at least 9/32-inch diameter

310.8 Steel roof panels shall be designed in compliance with AISI SG-673; aluminum panels shall be designed in accordance with AA ASD-1 and AA ASD-30. On roofs with less than 30 feet of unbroken slope, panels shall be sufficiently long to cover the entire length. When length of run exceeds 30 feet and panel splices are provided, each sheet in the run shall extend over three or more supports. (Sheets longer than 30 feet may be provided, if approved by the buyer.) Runs of variable width panels may be used to maintain panel modularity. Factory punched structural members shall be used with pre-punched trapezoidal panels to ensure maintaining modularity. Panel clip attachments for trapezoidal panels shall be made using self-tapping 3/8" fastener into a pre-punched structural member that will allow for parallel alignment with panel corrugation. Sheets shall cover not more than 16 inches in place. SSMRS with panels in excess of 12 inches in width shall have standing seams rolled during installation by an electrically driven seaming machine. Standing seams shall be not less than 2 inches in height. Sheets shall be square-cut or miter-cut (except for gable end wall sheets that may be customized, as necessary). Roof panels shall have a factory color finish of a polyvinylidene fluoride coating not less than 0.8 mil over a primer coat with a dry film thickness of 0.3 mils on the exposed sides. Color shall be selected by the buyer. The interior prime coat shall not be less than 0.3 mils of primer. Sheets shall meet or exceed the salt spray test minimums with a rating of 10 and 7 (ASTM D 1654); for ASTM D 522, the panels will show ho evidence of fracturing; for ASTM G 23 using a type D apparatus to verify weathering, no cracking, peeling, blistering, loss of adhesion or corrosion shall be evident (also ASTM D 4214 and 2244). Panels shall pass a 1000-hour test for humidity as described in ASTM D 2247. Factory painted sheets shall be impact resistant (ASTM D 2794), resistant to abrasion (ASTM D 968),

have a specular gloss of 20 or less at an angle of 60 degrees when measured by ASTM D 523, and be resistant to pollution in accordance with ASTM D 1308.

310.9 Accessories (see above and below, as necessary) shall be capable of resisting the specified design wind uplift loads and shall allow for expansion and contraction of the panels in the heat and cold. Any exposed fasteners shall not restrict the free movement of the roof panel system. Flashing, gutters, soffits, fascias, trim, metal closures strips, caps, and similar metal accessories shall be not less than the minimum thickness specified for the roofing panels and shall be color coordinated. Molded closure strips shall be closed-cell or solid-cell synthetic rubber or neoprene, or pre-molded polyvinyl chloride to match configuration of the covering. Accessories shall not absorb or retain water or snow. Thermal spacer blocks and other thermal barriers at concealed clip fasteners shall be as recommended by the manufacturer. Gutter liner products including, but not limited to, adhesives, splicing cements, solvents, and sealants shall be only those recommended by the manufacturer. Prefabricated shaped flashings shall be used when possible. Sheared edges shall be hemmed. Membranes shall be ultra-violet resistant materials and shall conform to ASTM D 4637, Grade 1: Type 1 (EPDM), Class SR, 0.060-inch minimum thickness.

310.10 Concealed anchor clips shall be supplied by the manufacturer. Clip bases shall have factory drilled or punched holes; clips used with panel width greater than 12 inches shall be made from multiple pieces to permit thermal expansion.

310.11 Prime contractor will use insulation with an R-value as high as practical that will result in the most economy for the buyer (2" minimum required for trapezoid roof panel). The R-value shall be determined using ASTM C 518. Insulation shall be flame resistant, as required in other portions of this IFB. Rigid board insulation shall conform to ASTM C 612, Form A, Class 1.

310.12 Sealant shall be elastomeric and contain no asphalt or oil; when exposed, the sealant shall cure to a rubber-like consistency (be non-hardening). Roof panel standing seam shall have a factory-installed continuous sealant.

310.13 Gaskets and insulating compounds shall be non-absorptive and suitable for insulating contact points of incompatible materials. Insulating compounds shall be non-running after drying.

310.14 If the system design calls for subpurlins, they shall meet manufacturers requirements. The uncoated thickness may be a minimum of 0.059 inches if bolts or structural blind fasteners are used to attach the concealed anchor clips to the subpurlins.

310.15 A vapor retarder material of polyethylene sheeting that conforms to ASTM D 4397 shall be used. A fully compatible tape must provide equal or better water vapor control, if used.

310.16 The prime contractor shall provide, upon request to the agency buyer, the following certifications:

310.17 That the actual thickness of the uncoated steel sheets used on the SSMRS components including roof panels, subpurlins, and concealed anchor clips comply with the specifications;

310.18 That the materials used in the installed components are made from certified steel coil materials;

310.19 That the SSMRS covered by the test report is, in fact, the same type, quality and manufacture as that specified; 4) that the sheets to be furnished are produced under a continuing quality control program and that a representative sample consisting of not less than five pieces have been tested and has met the quality standards specified for factory color finish; 5) mill certification for structural bolts and roof panels; and 6) factory detail drawings of systems details shall be provided.

310.20 Prior to installation, panels that are damaged or discolored will be removed from the worksite; buyer will not be charged for damaged, discolored, or improperly ordered panels or accessories.

310.21 Panels with improperly drilled holes shall not be used in the construction. No panels or parts will be installed that have metal cuttings, hazardous burrs, or exposed foreign material.

311. Subpurlins

311.1 Anchor the subpurlins to the purlins or other roof members with bolts or screws provided by the manufacturer.

311.2 Spacing shall not exceed 30 inches on centers at the corners, eaves, and roof edges. Spacing shall not exceed 60 inches (5 feet) for the remainder of the roof, unless specified by a structural engineer.

312. Roof panel installation

312.1 Panels will be installed with the standing seams in the direction of the roof slope. No panels shall be installed that contain tears or punctures.

312.2 Side seam connections for installed panels shall be completed at the end of each day's work.

312.3 Sealant will be applied, as recommended by the manufacturer to achieve water-tight roofing. End flaps, when approved by the buyer, shall be made over framing members.

312.4 Closures, flashings, EPDM rubber boots, and other accessories shall be installed, as per field drawings.

312.5 Exposed fasteners shall be installed in straight lines and shall be permitted only at the rakes, eaves, panel splices, and where required to attach flashings, gutter, and similar accessories.

312.6 Panel splices shall be staggered on all slopes less than 2:12.

312.7 All panel splices on trapezoid panels shall be staggered.

313. Field Forming of Panels

313.1 Panels will be installed with the standing seams in the direction of the roof slope. No panels shall be installed that contain tears or punctures.

313.2 Side seam connections for installed panels shall be completed at the end of each day's work.

313.3 Sealant will be applied, as recommended by the manufacturer to achieve water-tight roofing.

313.4 End flaps, when approved by the buyer, shall be made over framing members. 9.8.4.4 Closures, flashings, EPDM rubber boots, and other accessories shall be installed, as per field drawings.

313.5 Exposed fasteners shall be installed in straight lines and shall be permitted only at the rakes, eaves, panel splices, and where required to attach flashings, gutter, and similar accessories.

313.6 Panel splices shall be staggered on all slopes less than 2:12.

313.7 All panel splices on trapezoid panels shall be staggered.

314. Concealed anchor clips

314.1 Roof panels shall be fastened to framing members with concealed fastening clips or other concealed devices.

314.2 Clips shall be attached to the building's structural system or to the subpurlins with bolts or screws.

314.3 Clips shall be installed as in 3.8.1 above.

315. Vapor retarder installation

315.1 A general-purpose tape shall be installed over all the seams of the structural roof decking at any penetrating edges, and at all surface areas that exhibit sharp burrs or protrusions.

315.2 A double ply of 6 mil polyethylene sheet shall be installed over the entire deck surface, resulting in 12 mil of covering. (Optional 6 mil single ply may be priced, but only used when approved by the agency buyer.)

315.3 Tape shall be used to seal the edges to the sheets to the decking, to the edge of the roof supporting structure, or to the sheet below.

315.4 Sheet edges shall be overlapped not less than 6 inches.

315.5 Sufficient material shall be provided to avoid inducing stresses in the sheets due to stretching or binding.

315.6 All tears or punctures that are visible in the finished surface at any time during the construction process shall be sealed with the tape. Be fanatic about this detail.

316. Insulation installation

316.1 Insulation shall be installed as indicated by the manufacturer (see other sections that apply).

317. Gutters (SSMRS only)

317.1 Gutters shall terminate at least 1/2 inch away from vertical surfaces. Upper roofs will not drain on lower roofs. Gutters will carry water from upper roofs to the gutter of the lower roof

317.2 Brackets and spacers shall be fastened to roof nailer by screws and shall interlock with or be fastened to the leading edge of the gutter.

317.3 Spacers shall be 1/16 inch by 1-inch flat stock of the same material as the gutter.

317.4 Brackets and spacers shall be alternated at not more than 36 inches on centers.

317.5 Gutters shall be integral with roof construction and long with high points equidistant from downspouts and shall have a slope of not less than 1/16 inch per foot.

317.6 Metal gutters shall be complete and suitable for liner membrane installation before roofing is begun. Surfaces against which membrane is applied shall be smooth, clean, and free from dirt, water, cigarette ashes, oil, grease, sharp edges, and other debris.

318. Gutter Liners

319. Flashing.

319.1 Prefabricated flashing shall be used, where possible.

319.2 Sheared edges of metal flashings that contact the membrane shall be turned into a tight hem.

319.3 Edges of gutter liner shall be flashed.

319.4 Flashing will be used at roof hips and valleys, at roof penetrations, in joints between a roof and a vertical wall, and in places necessary to direct the flow of water or to control moisture.

319.5 The splice shall be sealed a minimum of 3-inches on each side of the fasteners that attach the membrane to the gutter.

319.6 The installed flashing shall be fastened at the top of the flashing a maximum or 12 inches on center under metal counter-flashing on the high side of the gutter.

320. Expansion joints

320.1 Expansion joints shall be covered using elastomeric flashing in accordance with the manufacturer's recommendations.

320.2 Prime contractor shall design gutter corners, ends, expansion joints and expansion joint spacing.

321. Finishing touches (no additional cost in contract).

321.1 All work areas will be protected from damage by other trades.

321.2 After other trades are completed, any protective coverings will be removed, and the roof shall be inspected.

321.3 Exposed SSMRS shall be cleaned at completion of installation.

321.4 Debris, greases, oil films, and handling marks shall be removed.

321.5 Panels and roof surface shall be scrubbed clean, where necessary.

321.6 Exposed metal areas will be free of dents, creases, waves, scratch marks, solder and weld marks.

321.7 Abraded or corroded spots on painted surfaces shall be wire brushed and touch up painted with the same material used in the original coating.

321.8 Factory colored finishes shall be touched up as necessary with a paint recommended by the manufacturer.

321.9 The resulting roof will demonstrate American craftsmanship that will make the prime contractor proud and the owner pleased with the new roof.

321.10 Paint to match factory finish may be purchased for future use.

322. Snow Retention Assemblies.

322.1 Furnish all labor, material, tools, equipment and services for the installation of complete snow retention system as indicated on plans, and in accordance with provisions of Contract Documents.

322.2 Include all prefinished metal color strips to match the roof panels, splice connectors for crossmember sections, "SnoClips" if indicated on drawings and any miscellaneous related items necessary for a complete installation.

323. Self-adhering ice and water shield membrane for shingles, tiles, metal waterways, penetrations, valleys, ridges, edges, etc.

324. Roof Specialties and Accessories

325. Remove roof hatch.

325.1 Remove according to work order and dispose of in compliance with all laws.

326. Roof hatch, aluminum, 2'6" x 3'0"

326.1 Aluminum hatch, insulation curb and top, Bilco Type S or approved equal.

326.2 Install hatch as directed on work order.

326.3 Flash per line on work order.

327. Roof hatch, aluminum, larger sizes

327.1 Aluminum hatch, insulation curb and top, Bilco Type S or approved equal.

327.2 Install hatch as directed on work order.

327.3 Flash per line on work order.

328. Remove existing roof drain, except plumbing

328.1 Procure new roof drain manufactured by Josam or Smith, to match existing.

328.2 Prepare roof mat in drain area per work order.

328.3 Remove existing roof drain.

328.4 Install new drain and flash.

328.5 Install deck clamp per work order.

329. Install new 4" roof drain, except plumbing.

329.1 Install new drain and flash, per work order.

330. Install new 6" roof drain, except plumbing.

330.1 Install new drain and flash, per work order.

331. Reflash existing roof drain

331.1 Asphalt primer per ASTM D 3960-87, quick drying.

331.2 4 lb. sheet lead, ASTM B 29-79 (84).

331.3 Reinforcement mesh, vinyl coated woven glass scrim, weight 1.32 lb/100 square feet per ASTM D 146-78A, tensile strength 75 lbf per ASTM D 146-78A.

331.4 Asphalt mastic, heavy fiberated mastic with penetrating oils and plasticizing agents to meet UL and ASTM D 276-85, ASTM D 1475-85, 105° flash point per ASTM D 93-85.

332. Plumbing stack, 4# lead flashing.

332.1 Asphalt primer per ASTM D 3960-87, quick drying.

332.2 4 lb. sheet lead, ASTM B 29-79 (84).

332.3 Asphalt mastic, heavy fiberated mastic with penetrating oils and plasticizing agents to meet UL and ASTM D 276-85, ASTM D 1475-85, 105° flash point per ASTM D 93-85.

332.4 Install new 4 lb. lead plumbing stack flashing as in work order.

332.5 Prime flashing flange and flash the flange as specified by membrane manufacturer.

333. Scupper, sheet steel, 24-gauge, ASTM A 526, match existing configuration.

333.1 Steel, ASTM A 526, with 1.25 oz. per square feet galvanized coating, 24 gauge.

333.2 Solder, ASTM B 32-93, alloy grade Sn50A.

333.3 Neutralize flux after soldering.

333.4 Remove old scupper and install new scupper to match existing.

333.5 Flash per manufacturer's instruction.

334. Remove existing walkway, built-up roofs.

334.1 Furnish trucks, equipment, and labor to remove walkways.

334.2 Do not damage roof.

334.3 Dispose of materials as in other specifications.

335. Walkway, built-up roofs, desert tan fiberglass.

335.1 Install modified cap sheet walkway that will neither curl nor shrink.

335.2 Attach as specified by manufacturer.

335.3 Install walkway sheet into a continuous and solid mopping of Type IV asphalt.

336. Walkway built up roofs, non-skid.

336.1 Mark out location of the walkway with chalk line on a smooth, clean, and dry roof.

336.2 If roof surface is old, oxidized, dirty (bird feathers, grime, etc.), prime work surface at the rate of one gallon of primer per 100-150 s/f. Allow primer to dry. (See primer spec elsewhere.)

336.3 Using hot asphalt or cold adhesive, apply a uniform and continuous application of asphalt adhesive for walk pads.

336.4 Walk pads shall be 3' x 5' x 3/8" and shall weigh about 32 pounds each, being made of asphaltic fiberglass, reinforced with non-skid ceramic granules for a final finish.

336.5 Install with one to three inches of space between pads.

337. Walkway, single ply roof.

337.1 Mark out location of the walkway with chalk line on a smooth, clean, and dry roof.

337.2 If roof surface is old, oxidized, dirty, prime work surface at the rate of one gallon of prime per 100-150 s/f. Allow primer to dry. (See primer spec elsewhere.)

337.3 Install 3' x 5' non-asphaltic walk pads. Walk pads must have a non-skid surface.

337.4 Adhesives must not be asphaltic and must be compatible to the single ply membrane.

337.5 Allow one to three inches of space between pads.

337.6 For areas of high traffic, a 30" wide roll of chopped rubber particles and synthetic binders may be attached to the roof.

337.7 Rolled walkway may be attached with special tape approved by the manufacturer, with hot asphalt, or with a rubber-based adhesive approved by the manufacturer.

337.8 Membrane may also be used as a roof protection layer between HVAC wood sleepers, pipe supporting bracing, and other roof-top equipment that is not anchored to the decking.

338. 30" wide roll goods, tape attached

339. 30" wide roll, hot asphalt attached

340. 30" wide roll, adhesive attached

341. Roof ventilators.

341.1 Install roof ventilators per roof membrane manufacturer's specification.

341.2 Vents shall be galvanized, 26 gauge, have no moving parts and shall be screened.

341.3 Vents shall be installed a minimum of 8" above roof surfaces to prevent leaks.

341.4 Vents shall match existing vents, if possible.

341.5 Vents shall comply with all codes.

342. Roof ladder, steel, bolted to concrete, up to 20 feet, without cage.

342.1 Fixed ladder with walk-thru handrails. Ladders are designed for applications where safe landing access is required. Ladders are one-piece welded assemblies for use in applications less than 20 feet in vertical height.

342.2 Side members are 1/4" x 2" x 2" steel angle with 3/4" corrugated steel round climbing rungs on 12" centers. Standoff mounting brackets are 7".

342.3 Walk-thru handrails extend 42" above landing surface. Mounting brackets included. Gray lacquer finish is standard. Safety cages are designed to OSHA specifications with flared bottom opening for easy entry.

342.4 Install roof access ladder where specified in contract.

342.5 All fastening, design, and height requirements to comply with local, state, and federal codes for access ladders. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

343. Roof ladder, steel, bolted to concrete, 20 feet and up, with cage; with intermediate landings as required by Code

343.1 Fixed ladder with walk-thru handrails. Ladders are designed for applications where safe landing access is required. Ladders are one-piece welded assemblies for use in applications more than 20 feet in vertical height.

343.2 Side members are 1/4" x 2" x 2" steel angle with 3/4" corrugated steel round climbing rungs on 12" centers. Standoff mounting brackets are 7".

343.3 Walk-thru handrails extend 42" above landing surface. Mounting brackets included. Gray lacquer finish is standard. Safety cages are designed to OSHA specifications with flared bottom opening for easy entry.

343.4 Install roof access ladder where specified in contract.

343.5 All fastening, design, and height requirements to comply with local, state and federal codes for access ladders.

344. Roof ladder, security ladder guard.

344.1 Security ladder guard is 6' long and is mounted directly over the ladder climbing rungs to prevent unauthorized use. Ladder guard has a one-piece continuous hinge and a lockable hasp.

344.2 Mount ladder guard per manufacturer's instruction.

345. Termination bar, aluminum, 1/4" x 1".

345.1 1/4" x 1" extruded aluminum termination bar with caulking cup to meet ASTM B 222185A.

345.2 Fasteners to meet Federal Specifications FF-N-105B (3), Type II, Style 20, roofing nails; 6061-913, flat head, diamond point, round, barbed shank to wood curbing.

345.3 Lead anchors 1/4" x 1" diameter by specified length to masonry/concrete to meet ASTM B 29-79 (84).

345.4 Install termination bar to specified area per work order.

345.5 Fasten termination bar 8" on center.

346. Pitch pocket, 24-gauge, GI, 6" x 6", with storm collar, hemmed to outside, soldered corners and seams.

346.1 Prime inside of pitch pan and deck flange. Deck flanges shall have corners filled and soldered. Fill 3/4 of pan with 3000 psi, non-shrink grout and top with fibrated asphalt mastic, non-asbestos, with 9.3 lbs./gallon density.

346.2 Install pitch pocket and flash per membrane manufacturer.

346.3 Fasten storm collar and caulk with approved sealant.

347. Pitch pocket, 24-gauge, GI, 8" x 8" and 12' x 12', with storm collar, hemmed to outside, soldered corners and seams.

347.1 Prime inside of pitch pan and deck flange. Deck flanges shall have corners filled and soldered. Fill 3/4 of pan with 3000 psi, non-shrink grout and top with fibrated asphalt mastic, non-asbestos, with 9.3 lbs./gallon density.

347.2 Materials per SMACNA or NRCA specifications.

347.3 Install pitch pocket and flash per membrane manufacturer.

347.4 Fasten storm collar and caulk with approved sealant.

348. Pitch pocket, resurface top only.

348.1 Material needed, asphalt mastic.

348.2 Remove loose materials.

348.3 Fill pitch pocket with mastic, crown 1/2 to shed water, size 6" x 6".

349. 8 "x 8"

349.1 Material needed, asphalt mastic.

349.2 Remove loose materials.

349.3 Fill pitch pocket with mastic, crown 1/2 to shed water, size 8" x 8".

350. 12" x 12"

350.1 Material needed, asphalt mastic.

350.2 Remove loose materials.

350.3 Fill pitch pocket with mastic, crown 1/2 to shed water, size 12" x 12".

351. Expansion joint, butyl or neoprene bellows, galvanized flange.

351.1 Install materials with fasteners as per work order.

352. Expansion joint, CSPE reinforced.

352.1 Install CSPE reinforced elastomeric membrane with manufacturer specified adhesive.

352.2 Flash as specified by manufacturer.

353. Repair kit for dry repairs.

353.1 One 3-gallon pail with safety label.

353.2 One roll reinforcing mesh, 6" by 100'.

353.3 One roofing knife.

353.4 One 3" paint brush.

353.5 One 2” margin trowel.

353.6 Two gallons of reinforced flashing mastic.

353.7 One 4” stiff bristle brush.

353.8 One-gallon roofing primer.

354. Repair kit for wet repairs.

354.1 One 3-gallon pail with safety label.

354.2 One 2” margin trowel.

354.3 Two gallons of wet patch, fiber reinforced mastic.

354.4 One 4” stiff bristle brush.

355. Skylights. (price each size and lens combination)

355.1 Curb mounted skylights will be installed with curbs a minimum of 8 inches above the finished roof.

355.2 Skylights will be installed per the instructions of the skylight manufacturer.

355.3 Special energy-efficient and light enhancing skylights may be offered.

355.4 Skylights will be in standard sizes and special sizes, as needed. Sizes will include 3’ x 5’, 4’ x 4’, and 4’ x 8’.

355.5 All OSHA rules related to worker safety around roof openings will be carefully observed.

356. Standard 3' x 5', 4' x 4', 4' x 8' with single clear lenses

357. Standard 3' x 5', 4' x 4', 4' x 8' with clear double lenses

358. Skylight lens replacement only, clear

359. Skylight lens replacement only, double clear

360. Security/fall bars for skylights.

360.1 Bars shall meet UBC, OSHA, state, and federal requirements when skylights are installed.

360.2 Skylight security/fall bars will be installed per the instructions of the manufacturer.

360.3 Skylight security/fall bars will be in standard sizes and special sizes, as needed.

360.4 All OSHA rules related to worker safety around roof openings will be carefully observed. Sizes will include but not limited to:

361. 3' x 5'

362. 4' x 4'

363. 4' x 8'

364. Special sizes

365 Roof Services

366. Asbestos core testing and patch of existing roof surface.

366.1 Asbestos core test size, 2” x 2”.

366.2 Send to accredited lab to produce report on asbestos content.

366.3 Repair hole left by core sample.

367. Core analysis, 14” x 14” and patch of existing roof surface.

367.1 Analysis and evaluation of 14” x 14” roof core. Specific information such as tensile strength, membrane type, bitumen type and bitumen softening point, number of plies, shall be provided to determine whether a roof should be restored or replaced.

367.2 Repair hole left by core sample.

368. Non destructive roof scan, up to 50,000 square feet, full service.

368.1 A.G.A. infrared scanning equipment for rooftop analysis.

368.2 Full service shall include daytime inspection of roof area to be scanned with daytime photos of roof conditions.

368.3 Nighttime infrared scan with painted lines of wet areas and verification of survey results using cores and moisture probes to verify infrared results.

368.4 A comprehensive report that includes outline drawing of building showing location of wet insulation, results of core analysis, roof condition report, energy loss estimate.

369. Additional foot over 50,000 sq ft

370. Non destructive roof scan, up to 50,000 square feet, limited service.

370.1 A.G.A. infrared scanning equipment for rooftop analysis.

370.2 Limited service shall include daytime inspection of roof area to be scanned with daytime photos of roof conditions.

370.3 Nighttime infrared scan with painted lines of wet areas and verification of survey results using cores and moisture probes to verify infrared results.

370.4 Does not include the comprehensive report.

371. Additional foot over 50,000 sq ft

372. Roof inspection services (visual inspection of roofing service/membrane, flashings, counterflashings, copings, parapets, trims, hatches, penetrations, curbs, roof-mounted equipment, etc. with a written report of findings and recommendations

372.1 Daily full-time monitoring of roofing, caulking, decking and waterproofing projects at time of application to ensure successful completion of the project. Written reports verifying how work is progressing will be given to the owner.

372.2 Report shall include progress photos and plan showing area where work was performed, and amount of work completed that day.

373. Field/shop drawings, up to 10,000 square feet.

373.1 Roof drawing (scaled 1/8").

373.2 Sectional details.

373.3 Perimeter details (scaled 1 1/2" or 3/4").

374. Field/shop drawings, 10,000-50,000 square feet.

374.1 Roof drawing (scaled 1/8").

374.2 Sectional details.

374.3 Perimeter details (scaled 1 1/2" or 3/4").

375. Field/shop drawings, over 50,000 square feet.

375.1 Roof drawing (scaled 1/8").

375.2 Sectional details.

375.3 Perimeter details (scaled 1 1/2" or 3/4").

376. Prime contractor's warranty, restoration, less than 10,000 square feet, minimum charge.

376.1 Furnish 5-year manufacturer warranty.

376.2 Cover material failure.

376.3 Cover leak repair.

376.4 Cover contractor two years labor on workmanship.

376.5 Copy to owner on acceptance.

377. Prime contractor's warranty, restoration, over 10,000 square feet, minimum charge.

377.1 Furnish 5-year manufacturer warranty.

377.2 Cover material failure.

377.3 Cover leak repair.

377.4 Cover contractor two years labor on workmanship.

377.5 Copy to owner on acceptance.

376. Prime contractor's warranty, restoration, less than 10,000 per sq ft, minimum charge

376.1 10-year material and labor.

376.2 Flashings up to termination.

376.3 Blister repairs over 4 square feet.

376.4 Contractor two-year material and labor.

376.5 Provide 2-year, 5-year, 7-year inspection of roof with written report of condition and based on specifications identified in 9.10.17.

376.6 Provide list of owner's maintenance items with warranty.

376.7 Provide additional cost for 15- and 20-year warranty after Tab 6.

377. Prime contractor's warranty, restoration, over 10,000 sq ft, minimum charge

377.1 10-year material and labor.

377.2 Flashings up to termination.

377.3 Blister repairs over 4 square feet.

377.4 Contractor two-year material and labor.

377.5 Provide 2-year, 5-year, 7-year inspection of roof with written report of condition and based on adherence to specifications.

377.6 Provide list of owner's maintenance items with warranty.

377.7 Provide additional cost for 15- and 20-year warranty after Tab 6.

378. Prime contractor's warranty, re-roof, total system, 10 year, less than 10,000 sq ft, minimum charge (Standard)

379. Prime contractor's warranty, re-roof, total system, 10 year, less than 10,000 sq ft, minimum charge (includes 2 ,5, 7, 10, 15 year inspections)

380. 10 year Restoration Warranty Under 10,000 Square Feet, Inspections in Years 2 & 5

381. 10 year Restoration Warranty Over 10,000 Square Feet, Inspections in Years 2 & 5

382. Prime contractor's warranty, re-roof, total system, 10 year, more than 10,000 sq ft, minimum charge (Standard)

383. Prime contractor's warranty, re-roof, total system, 10 year more than 10,000 sq ft, minimum charge (includes 2, 5, 7, 10, 15 year inspections)

384. Per diem rate per worker per 24 hour period of time

384.1 Per diem costs are based on one person (worker) per day, excluding travel. [For example, if an eight-person crew is contracted to work 10 days at a worksite outside the metropolitan area, a per diem of $40 would be $40 x 8 workers x 10 days, or $3,200.

384.2 Contractor/subcontractor may not charge per diem cost if contracted work can be completed within an eight (8) hour day.

384.3 On projects where overnight per diems are being charged, prime contractor shall be allowed to charge for crews per diem for days where crews were not allowed to work due to poor weather. If crews were allowed to work fewer than 3 hours in a 24hour day, per diem may be charged.

384.4 Poor weather days must be recorded and reported to the buyer each week. Any days not reported during a single week (Sunday through Saturday) will not be allowed.

384.5 Contractor shall not charge for weather days when days lost are fewer than one crew day per 200 squares.

384.6 In price quotation, indicate geographic areas, by county or region, where the per diem rate becomes effective. No per diem is allowed in major metropolitan counties.

385. Prime contractors per diem/costs for asbestos abatement planning.

385.1 All roofing abatement work shall be done in strict accordance with all applicable federal, state and local regulations, standards, codes, and ordinances that govern asbestos abatement.

385.2 The most recent addition of any relevant regulation, standard, codes, and ordinances shall be followed. Where there is conflict among the documents, the most stringent shall be used, unless such use, due to the conflict, puts the district at risk.

385.3 The prime contractor shall assume full responsibility and liability for any subcontractor's compliance with all applicable laws, especially pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying adjacent areas to the roofing site.

385.4 The prime contractor will provide the school district with a notarized statement, signed by an officer of the subcontractor, that contains the following information:
1) a record of any citations issued by federal, state, or local regulatory agencies relating to asbestos abatement activities, including projects, dates, and resolutions;
2) a list of any penalties incurred through non-compliance with asbestos abatement project specifications including liquidated damages, overruns in scheduled time limitations and resolutions; and
3) a list of any asbestos-related proceedings that are currently in progress. The AEPA Participating Agency shall have the right to request the prime contractor secure another subcontractor, if any asbestos-related problem was not resolved in a satisfactory manner.

385.5 The prime contractor shall present to the AEPA Participating Agency a list of specific requirements that the subcontractor agrees to follow, including a list of Occupational Safety and Health Administration (OSHA) Title 29 regulations and a list of Title 40 codes from the Asbestos Hazard Emergency Response Act (AHERA) and the National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations.

385.6 The plan shall identify all abatement materials and equipment to be used in the roof repair or restoration project.

385.7 All necessary protective clothing, personal respirators, scaffolding, ladders, and other equipment shall be approved by the district prior to abatement. The plan shall identify when respirators must be used. A respirator must be used during removal and disposal activities. All OSHA rules for the use of respiratory protective equipment must be followed. Workers with beards or unshaven faces will not be permitted to wear half-face respirators, as per OSHA, NIOSH and EPA standards.

385.8 Prior to the start of any removal activity that involves asbestos, the prime contractor and the school district shall approve a pre-construction checklist that provides detailed information about the scope of work, including the following: 1) how the work area will be prepared; 2) protective equipment and clothing to be used; 3) proof that all workers involved in asbestos removal are certified; 4) decontamination procedures for personnel, as needed; 5) abatement procedures to be used; 6) procedures for handling and disposing waste material, final decontamination and cleanup work; 7) job safety, bathroom and sanitary facilities, including on-site shower; 8) site security; 9) record-keeping needs for officials; and 10) hold harmless agreements to be signed by those involved.

385.9 All NESHAP and other regulation filing fees will be submitted to the appropriate agency at the time of notification or filing and are the responsibility of the Prime Contractor. The school district will reimburse the prime contractor upon proof of fee payment (photocopy of check or equivalent).

385.10 Prime contractor will provide copies of original training certificate and most recent refresher certificate for each employee assigned to work on any abatement. Prime contractor will be responsible for cross-referenced checking of subcontractor's certificated employees by picture I.D. (driver's license/photo bank card).

385.11 Since roof abatement does not confine workers in an enclosed work area, only those rules, regulations, and standards that are applicable to roof asbestos abatement will be enforced. However, the prime contractor must include in the written abatement plan all necessary protective measures and practices that minimize worker exposure while on the roof or while working with asbestos materials, including, but not limited to: 1) engineering controls; 2) work practices; 3) respirators; 4) hygiene facilities; 5) protective clothing; 6) decontamination procedures; 7) emergency procedures; and 8) waste disposal procedures. These items should be reflected in the pre-startup checklist.

385.12 Prime contractor will require any subcontractor to provide medical monitoring to any employee or agent (whether or not that agent is working for the subcontractor, the prime contractor, or the school district) exposed to asbestos in excess of background levels during any phase of the abatement process. All medical reports will be in full compliance with OSHA medical surveillance requirements.

385.13 The prime contractor shall coordinate with the school district to notify occupants near the work area who may be disrupted by the roof abatement prior to job commencement. Persons downwind from the roof abatement site will be moved to a safe location.

385.14 Any additional insurance or bonding costs associated with asbestos abatement will not be the responsibility of the school district. Such costs are a normal business expense of the prime contractor and will be covered in the bid response.

385.15 Prime contractor may base planning costs upon results of core testing and roof scans.

386. Asbestos abatement activities, BUR removal and disposal of waste

386.1 If required by authorities, prime contractor will run baseline air samples and area samples prior to and during abatement, with printed results given to the school district.

386.2 Construction area will have the perimeter roped off with warning or caution tape, as required by OSHA. Asbestos warning signs in English and Spanish (or in the language of the Native American tribe if work is performed on a reservation) will be placed as required by law.

386.3 Any daily sign-in sheets required by law will be maintained at the worksite.

386.4 Workers will wear personal protective equipment at all times during abatement. An on- site shower shall be available for workers, unless the use of a double suit meets all legal requirements.

386.5 Prior to roof abatement, one layer of 6 mil polyethylene must be secured to the ground and walkways around the perimeter of the building. This layer must extend no less than six feet out from the building. No asbestos-containing materials may be removed from the roof until it is properly wrapped or contained.

386.6 No roofing material containing asbestos may be thrown from the roof to the ground or into a dumpster. A fully contained and lined chute, or a block and tackle system to gently lower materials to the ground, may be used.

386.7 All OSHA and NESHAP regulations pertaining to safety of workers and emissions must be followed.

386.8 After passing final visual and air tests, waste may be loaded, and job site turned over to workers scheduled to repair or restore the roof. Reestablishment of the work area shall occur only after cleanup procedures and air monitoring has been documented to the satisfaction of the school district. All polyethylene barriers shall be removed and disposed of as required by regulations. No debris shall be buried or burned on the property of the district.

386.9 All waste is to be hauled by a hauler with all required state and local licenses. No disposal-bagged materials may be transported on an open truck. All disposed materials must have the necessary labels and be contained in leak-proof 6 mil disposal bags or fiberboard drums.

386.10 Disposal must occur at a site authorized by the district and that has met all regulatory requirements. All dump site receipts, trip tickets, transportation manifests or other documentation of disposal shall be kept by the prime contractor with copies given to the district. The prime contractor shall provide the district with a complete record of the disposal process, including the names and addresses of the subcontractors, disposal site operator, and hauler. The location of the disposal site(s) and the estimated quantity of asbestos waste shall be included in this report.

387. Project site is located 65 or more miles from the contractor's/subcontractor's yard/home location

388. Asbestos site monitoring.

388.1 Monitor, including air sample collection and testing.

389. Annual or semi-annual roof housekeeping and inspection services

389.1 Inspection includes, but is not limited to, the following: clean and properly dispose of all debris from the roof membrane, gutters and scuppers.

389.2 Repair tears, splits, and breaks in membrane flashings with appropriate materials, loose cleats and clips re-secured, exposed fasteners resealed. Repair base flashings, curb flashings, equipment flashings, drains, drain sumps and scuppers and the roof membrane, as needed. Caulking of reglet as required sealing open areas and voids.

389.3 Dress up reflective coatings on flashings and new repair work.

389.4 Work provided annually or semi-annually on a mutually agreed schedule, priced per location per square footage.

389.5 Professional investigators will conduct the inspection and housekeeping.

390. Price once a year per location if less than 20,000 sq. ft.

391. Price per sq.ft. per year per location if greater than 20,000 sq.ft.

392. Price semi-annual per location if less than 20,000sq. ft

393. Price per sq.ft. semiannual per location if greater than 20,000 sq.ft.

394. Roof leak investigation

394.1 Repair leaking roof, if inspection determines minor repairs will stop the leak

395. Minor repair calls

395.1 When damage or leaks have been discovered and local crews are unable or untrained in repair, the Contractor will dispatch a crew to repair the roof.

395.2 Repairs will be billed at the line item prices in this contract; minor repairs will be billed at an hourly rate if cost is less than the line item. Repair call charges will be above the line item prices.

396. Difficult access or fall restriction surcharge

396.1 In areas where roofs are not accessible through regular means and methods, a project surcharge may be allowed. Surcharges are allowed when men and equipment must be

transported over one or more additional roof areas not being worked on or where fall protection is required in excess of warning lines.

396.2 Any surcharge costs will be determined up front and agreed upon between the buyer and the Contractor and included in the initial cost quotation and purchase order.

397. Excessive hauling

397.1 A hauling fee will be established when an appropriate landfill is more than 50 miles round trip. Hauling fees will be based on a per trip and per mile charge.

397.2 No hauling fees will be charged when landfills are fewer than 50 miles round trip.

397.3 Landfill charges for dumping, if any, will be determined prior to award of a contract. Only the actual fee charged may be billed to the buyer; receipts that clearly indicate the actual fee must be provided. Contractor is encouraged to pay any landfill costs and not pass the cost to the buyer.

397.4 Hauling and landfill costs must be determined prior to start of work and included in the quotation. Only actual costs may be invoiced. Any actual costs over the quotation will not be passed on to the buyer.

398. Work in secured areas or compounds; surcharge

398.1 Secured areas (prisons, military bases, local or state parks, etc.) where access is restricted may require a surcharge on labor, materials, and equipment.

398.2 Any surcharge will be identified in the cost quotation.

399. Additional and occasional supplies, materials, equipment, and services

400. Additional and occasional services Roofing and Building Envelope materials Discount off Retail Price List

400.1 To permit agency members to purchase equipment, materials, and supplies for the roof installation, repair and/or replacement by the agency member's awarded contract installer, manufacturer will provide a complete published price list/catalog with all materials to be offered without services being provided.

400.2 The Offeror's AEPA bid percentage discount off price list will be applied to obtain AEPA price for these items.

401. Alternative Methods of Costing -percent of overhead/markup and profit added to cost

401.1 For the removal and replacement of work items not covered by the bid line items or R.S. Means, the contractor may use an alternative cost method. This method will include but will not be limited to façade, roofing, structural elements, HVAC, utility lines, plumbing associated with project specifications, and electrical work associated with the roof installation and to achieve the required repair scope(s) for member facilities, the prime contractor must hire a properly licensed specialty contractor for such work.

401.2 When possible, if there is a contractor who currently holds a contract with the individual AEPA Participating Entity available, they will be used for such work. The agency/client will issue a purchase order to the contractor for the work. The agency's/client's contractor will cooperate with the roofing contractor to accomplish the work. This transaction will be between the agency/client and their contractor.

401.3 When a specialty contractor or as required to perform the scope of work, the prime contractor will acquire a subcontractor(s) to perform and complete the required work. Depending on type of work and the projects requirements, the contractor will utilize the R.S. Means and/or the alternative cost methods to bill the agency/client. When R.S. means is utilized the prime contractor will provide a summary sheet and worksheet with the appropriate coefficients and discounts included. When alternative cost method is utilized, the prime contractor must provide agency/client a copy of the invoice from the HVAC, plumbing, or electrical contractor, etc. hired for the work.

401.4 In the Offeror's response, it shall submit percentages for: R.S. Means discount, alternative costing overhead and profit, alternative discount off retail price.

402. Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount

403. Multiplier/factor to be applied to the R.S. Means costs.

404. Cold and bad weather storage - identify extra cost, if any

404.1 Store all materials on platforms, raised off the ground or roof deck and covered with breathable waterproof coverings that have been properly secured.

404.2 Roofing bitumens must always be protected from the weather. Moisture, dirt, snow, and ice must be removed from roofing bitumens before they are heated.

404.3 Store temperature sensitive products in a dry, heated area. Water-based cements, coating materials, caulking, etc. must be protected to prevent freezing. Membrane rolls become less flexible and are susceptible to cracking at low temperatures

405. Deducts and add-ons for in lieu products

Deducts

405.1 When a roof repair is for a temporary building (less than 10 years expected usage), the materials used for a 15- or 20-year lifecycle may not always be wise or cost effective. If an upgrade would increase the life expectancy of a roof from 25 to 30 or more years, the upgrade may be identified.

405.2 Prime contractor may identify deducts and ad-ons for fiberboard, shingles, slate, tile, nailed base, mopped roofing, foam, fiberglass, felts, venting base sheets, steel identified by gauge, and other roof accessories.

405.3 All deducts must be identified in Part F.

405.4 In like manner, any additional upgrades that would increase the lifecycle and reduce the lifecycle costs may be identified in Part F.

Adds

406. Special rented equipment.

406.1 Prime contractor will identify and price the rental cost for any equipment necessary for a specific job. This equipment includes, but is not limited to, cranes, fork trucks, hoists, and other similar equipment.

406.2 The AEPA price for these items will be calculated using the R.S. Means and/or the alternative costing methods.

407. Cold and bad weather application standards

407.1 Use cold or winter grade materials as recommended by the manufacturer (indicate cost of materials in proper sections).

407.2 Prepare materials for application per manufacturer's instructions. Some sheets/felts require relax periods that may be longer in cooler temperatures.

407.3 At the point of application of roofing felt, the bitumen should be applied at the proper equiviscous temperature (EVT). Apply felts close to the mop to prevent premature cooling of the bitumen.

407.4 Properly insulate all bitumen handling equipment (pipes, luggers, dispensers and mop buckets). Keep kettle as close as possible to the point of application of the roofing system.

407.5 If proper application temperatures cannot be attained or maintained, the roof system application should be sealed and shut down until weather permits.

407.6 Cold process adhesives may require heating prior to application in cool weather. Follow manufacturer's instruction to use in-line heat exchangers.

408. Cold and bad weather safety.

408.1 Alert roofing applicators to possible safety hazards due to bulky clothing and slippery surfaces.

408.2 Do not store materials in high piles on the deck avoiding wind and snow dams. Live snow loads may cause deck deflection due to heavy loads.

408.3 Maintain good housekeeping on roof deck at all times; debris may be hidden by snow and may result in trip hazards.

408.4 Do not use open flames to heat or thaw adhesives.

408.5 Hourly service rates for providing additional and/or miscellaneous services on a time and materials basis as requested. If services are provided by Contractor's staff, the rate bid will be utilized plus the individual AEPA state multiplier. If services are to be provided by independent firms/subcontractors, then the alternative pricing method will be utilized as identified in 401. and 402. above.

409. Professional Services

409.1. The fee for professional services may include, but is not limited to, investigation, design, engineering, review and stamping of drawings, specifications writing and review, and structural reports, as may be required by local jurisdictions.

410. Structural analysis and engineering services

410.1 Must be highly qualified and experienced in working with the type of building structure and roofing system involved.

410.2 If required by the state in which the project is located, be registered, and hold the appropriate license(s).

410.3 If an owner suspects a structural deficiency as it relates to the building envelope including roofs, walls, trusses, joists, etc., a licensed architect, engineer or roof consultant may be required.

410.4 The fee for such a review, including design and sealing of drawings, specifications, and structural reports, will be as required in the local jurisdiction.

410.5 Minimum hourly and daily costs for registered and licensed architects, roof consultants or engineers will be provided.

411. Weather day's per Diem

411.1 On projects where overnight per diems are being charged, prime contractor shall be allowed to charge for crews per diem for days where crews were not allowed to work due to poor weather. If crews were allowed to work fewer than 3 hours in a 24hour day, per diem may be charged.

411.2 Poor weather days must be recorded and reported to the buyer each week. Any days not reported during a single week (Sunday through Saturday) will not be allowed.

411.3 Contractor shall not charge for weather days when days lost are fewer than one crew day per 200 squares.

412. Architect/professional design services

412.1 Must be highly qualified and experienced in designing and developing roofing structures and systems that may be applicable for the building types and environmental conditions found within the project site.

412.2 If required by the state in which the project is located, be registered, and hold the appropriate license(s).

413. Roofing Consultant

413.1 Must be highly qualified and possess the training, certification, background and experience required by the roofing industry and/or other associated organizations that are recognized by

the public, commercial and industry as meeting and exceeding national/international standards.

413.2. If required by individual states, possess the required educational background, certifications and endorsements.

414. Labor Rate for Roofer

414.1 Must possess the background, experience and be factory trained/certified/authorized to install, maintain and/or make repairs on the type of roofing system found in the individual project.

414.2 If required by the state in which the project is located, hold the appropriate tradesman's license(s).

11. Submittal and Substantiating Documentation

11.1 Offeror must, through its response, clearly identify the type, kind, and level of products offered with their intended applications found within the AEPA Member states that have indicated an interest to participate. The response shall include:

11.1.1 The products offered with manufacturer's name(s).

11.1.2 If Offeror is not the roofing systems'/products' manufacturer, for each manufacturer, provide the required documentation to demonstrate their relationship with awareness of and willingness, ability and capacity to perform as a party to this solicitation and indicating the Offeror is a manufacturer's authorized and certified distributor, installer and warranty work provider.

11.1.3 The various kinds, types, levels of products offered from each.

11.1.4 Submit for each of the major product components MSDS sheets.

11.1.5 For each of the roofing systems/major components in which the Offeror is not the manufacturer, provide the manufacturers/supplier's name, component and the composition/specs of the component(s).

11.1.6 Submit certified copies of independent (third-party) laboratory reports on ASTM tests on the roofing systems/major components/products offered.

11.1.7 Submit samples of the roofing systems/protective coatings manufacturers' warranty to be provided to the owner/client covering defects in materials, workmanship, excessive wear, leaks and any other feature which is not deemed ordinary wear for the type of system/product and during the systems'/products' lifecycle or for a period of twenty (20) years from the date of Substantial Completion, and the method utilized by the manufacturer to verify that their onsite representative has inspected the installation and that the work conforms to the manufacturer's specifications and requirements for the warranty to be issued.

11.1.7.1 Provide the necessary documentation and evidence that the two (2) year mandatory labor, supplies and warranty can be provided and delivered.

11.1.7.2 Provide documentation demonstrating the roofing system's manufacturer(s) warranties are supported by an insurance policy, performance bond or certified warranty reserve for the full twenty (20) year period.

11.1.7.3 Provide a sample of the distributors'/installers'/subcontractors' (providers') warranty required by the Offeror to ensure AEPA, its members and their clients that the provider/contractor will cover defects in the work performed and installation workmanship, and further warrant that

the installation was done in accordance with both the manufacturer's recommendations and any written directives of the manufacturer's on-site representative.

11.2 Submit detailed information and documentation describing the network and/or distribution system to be utilized to provide all aspects of the scope of work as defined within this solicitation (market, consulting, delivery, install, inspections, warranty work, maintenance and repair, etc.).

11.2.1 Provide complete information identifying the individual/distributor/installer or any subcontractor that will be utilized to work with and perform the services proposed to be offered in response to this solicitation. Please include the AEPA state(s) for which they will be responsible and from where they will be dispatched (home location).

11.2.2 Submit documentation and evidence that the products proposed, and services offered in response to this solicitation have been delivered, installed and supported in all the AEPA member states that have indicated an interest in participating in this AEPA contract, if approved.

11.2.2.1 For each of the states indicating an interest provided in Part C of this solicitation, list one (1) project performed, which was completed within the last year, one project within the last two (2) years and one project within the last three (3) years, for a total of three projects per state. Provide the following for each:

11.2.2.1.1 The general scope of work for each project, project cost, and the type of roofing or protective coating system utilized.

11.2.2.1.2 The manufacturer's product used for each project listed.

11.2.2.1.3 The public institution's/agency's name, address, phone number, contact person's name and title for each project.

11.2.3 Provide a narrative of your company's policies, procedures and strategies to ensure quality control and response to concerns before, during and after the project. Indicate what follow- up, review and oversight process your management team has in place to ensure customer satisfaction.

12. Price Submittal and Considerations

12.1 The Offeror must provide a complete listing of all products and services that it is proposing to offer under this solicitation. All products and services pricing must be determined by one of pricing methods defined below.

12.1.1 Price sheets and/or catalogs – For those products and services that are to be priced using a manufacturer's published price list or product catalog, provide complete price list and/or catalogs that include product number, product description, unit of measure, the item's price and what that price includes (delivery, installation, etc.). The Offeror will indicate within their response the amount of discount to be applied to all items offered to AEPA and the multiplier/factor that is to be applied to arrive at each of the individual AEPA state agency's price. Within the terms of this IFB, different manufacturers/products can have different AEPA discounts if the discounts are clearly stated within the Offeror's response. If a price list or MSRP is not available, then the Offeror must utilize one of the other established pricing methodologies.

12.1.2 Individual state multiplier/factor - AEPA understands the basic cost of the products/ services listed on a published price list indicates the cost of obtaining, manufacturing, and preparing the products/services to ship to the project site. Due to the cooperative nature of this solicitation (opportunity of 30 states) and the potential volume, the Offeror will offer a discount on this price to AEPA as a whole. It is also understood that the cost incurred by the AEPA Offeror to deliver, store, and install the product/service to an individual project site will differ depending on the AEPA state in which the project site is located and the distance from the Offeror's/Provider's home location. Therefore, for each of the AEPA states listed herein, provide your multiplier/factor to be applied to the base AEPA price after the AEPA discount has been applied to the published price list to arrive at the individual AEPA state price. Example: If the published price on the published price list is $1,000 and the AEPA discount is twenty percent (20%), the AEPA price would be $1,000 x .80 (100%-20%=80%) = $800. If the Offeror bid a state multiplier/factor of 1.02%, to arrive at the AEPA state agency's price would be ($800 x 1.02) = $816.

12.1.3 R.S. MEANS costing method - The current online version will be the basis for all quotes and proposals based on R.S. Means. **Note: It is AEPA's intention that this methodology be utilized only if the products/services required for the project are not covered by the Offeror's published list.**

12.1.3.1 For individual construction cost, items within the R.S. Means cost-book (including labor, overhead and profit) will be charged to the owner/client. Please note that costs relating to non-construction items/assemblies (General Condition items) such as season of the year; home office costs; insurance; project management and supervision; office and storage trailers; mileage, per diem; personal safety equipment; weather conditions; etc., must be included and will not be allowed as part of the Contractor's R.S. Means price quote/proposal, because these items are covered either by the Offeror's published price list and/or their identified individual AEPA state multiplier/factor.

12.1.3.2 AEPA has also found from past experience that the R.S. Means costs, depending on the individual Offeror, may provide/allow more or less compensation than is required for the Offeror to cover its actual costs. Therefore, AEPA has established an R.S. Means multiplier/factor that the Offeror bids to adjust the R.S. Means costs so that they are in line with what is needed to meet its costs. This R.S. Means multiplier/factor is applied to the R.S. Means cost proposal to achieve the AEPA cost for the items. A bid R.S. Means multiplier/factor of 95% indicates that the Offeror will charge the Means total item cost times .95 as the billable amount. A bid multiplier/factor of 105% indicates that the Offeror will charge the R.S. Means Total Cost times 1.05 as the billable amount. Note the following:

12.1.3.3 When using the R.S. Means assembly cost items, the Contractor must for each individual cost item/assembly indicate and document any of the R.S. Means special factors that are applicable, including factors affecting cost, quality of materials, productivity of labor force, size of project and location. These items must be clearly stated and documented as part of the Contractor's cost proposal. The owner/client reserves the right to accept or reject any of the items that it determines to be non-applicable.

12.1.3.4 No R.S. Means (General Conditions Items) such as contract management/supervision, home office costs, travel, per diem, office trailers, storage facilities, etc., are to be included in a R.S. Means cost proposal unless it has been requested and approved by the owner/client.

12.1.3.5 Any costs associated with permits, state gross receipts and tribal taxes, performance and payment bond costs and other applicable reimbursable costs approved in advance by the owner/client will appear as separate line items on the Contractor's quote/cost proposal.

12.1.3.6 The Contractor's R.S. Means bid factor/multiplier may be adjusted on the Contractor's contract anniversary date in accordance with the price adjustment terms and conditions of this solicitation. Such requests will be considered and evaluated by comparing the request with the escalation/de-escalation of the marketplace as measured by the Construction Cost Index (CCI) published in the ENR (formerly known as Engineering News and Record).

12.1.3.7 Due to the R.S. Means cost taking into consideration the location of the project the Offeror/Contractor will not be allowed to apply the individual state multiplier/factor to this cost.

12.1.4 Alternative Costing Method - If there are products and/or services required for a project covered by this solicitation that are not covered by the Offeror's published price lists and/or R.S. Means, then the cost of these items will be calculated by utilizing the alternative costing methodology. The items price will be obtained by issuing, receiving and evaluating three (3) written quotes prior to being included into any quote/cost proposal and/or final contract documents. The owner/client reserves the right to accept or reject any quote or proposal including such items and may obtain these items through other procurement means (other existing contracts). The AEPA price will be determined by utilizing two percentages. The Offeror will submit bids for two percentages: the alternative method overhead and profit and the alternative method percentage of AEPA's discount to be applied to the items alternative method's retail price.

12.1.4.1 Based on the most advantageous and cost-effective quote received by the Contractor, the Contractor will apply its normal and customary overhead and profit percentages to the total cost submitted by the subcontractor and add that amount to obtain the normal and customary retail price. (Item cost multiplied by percent for overhead/profit equals amount of profit and overhead to be added to item cost equals retail price.)

12.1.4.2 Taking the normal and customary retail price as established in item 12.1.4.1 above, the Contractor will apply the AEPA's alternative method's discount percentage bid and subtract this amount from the normal and customary retail price to obtain the AEPA price (item retail price multiplied by percent of discount equals amount of discount to be subtracted to obtain AEPA price).

12.1.4.3 Due to the way the alternative method of costing is calculated, the Offeror/Contractor will not be allowed to apply the individual state multiplier/factor.

12.1.5 Sole Source - If products or services are required as part of the performance under this contract that can only be obtained and/or manufactured from a single source and fall under the sole source provision that is found within most states procurement codes, the Contractor must provide the owner with the necessary documentation to substantiate a sole source justification. To calculate the AEPA price for sole source items, the Offeror/Contractor shall utilize the same calculations identified in 11.1.4.1 through 11.4.1.2.

12.2 The cost evaluation for this solicitation will be based on a point system, with points being awarded for being low to high bidder for each cost evaluation item that is identified within the bid's cost evaluation submittal. If an Offeror leaves out/fails to provide a bid for an individual item, AEPA will allot zero (0) points to that item, and if awarded a contract, that individual item cannot be used in providing products or services. The low bidder will receive the full point value and all other bidders will receive points calculated (Lowest Bid / Other Bid) x point value.

12.2.1 If there is an item(s) within the cost submittal that the Offeror intends to provide at NO COST and/or the cost is included as part of another item, the Offeror must indicate NO COST in the appropriate column.

12.2.2 As noted within this solicitation, AEPA prefers to award a contract to a vendor who can provide a complete and comprehensive turn-key solution. Also, it is noted that AEPA understands that there may be national manufacturers/distributors who specialize in a particular and/or specific (single) type of roofing/protective coating system and, based on their response submitted and comparing the other systems offered within the same type of system, AEPA reserves the right to make a multiple award to a respondent who offers a particular/specific (single) type of system/product as long as:

12.2.2.1 The respondent is determined to be a responsive bidder.

12.2.2.2 It is determined to be advantageous and in the best interest of the AEPA Member State Agencies and their clients.

12.2.2.3 By making an award, it will allow the individual AEPA Members' facility owner/ clients greater options and a better opportunity to meet their individual facilities' needs and requirements.

12.2.2.4 Respondent may opt to include any freight charges in their line-item pricing or may choose to provide their freight policy and delivery charges separately while complying with Part B., 3, General Terms & Conditions, Delivery Terms, Conditions, and Requirements, 5. Shipping.

13. Pricing

The Bidder must provide their pricing as requested utilizing the various pricing methodologies specified in this section. The Vendor Partner agrees that the price for any item bid or offered on this contract will be uniform for all states, and that any differences in pricing are due to state specific installation and labor costs, AEPA Member Agency's Administrative Fee, etc. The Bidder/Vendor Partner must agree that they will offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume.

A. Line-Item Pricing: Line-item pricing is utilized when 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 Bidder offers firm pricing for specific line items in response to this bid; a project's cost is derived by the Vendor Partner preparing and providing a quote based on the project's terms, conditions and requirements based on the line item pricing provided in the bid. The information provided in this bid for each item includes: Product Category, Product Description, Manufacturer, Manufacturer SKU, Vendor SKU, Unit of Measure, Item List Price, AEPA Bid Price.

i. **Fixed prices:** Prices bid 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. Fixed price offers shall include prices for any and all items.

ii. **Routine Price Adjustments (Without Economic Price Adjustment):** Vendors may request adjustments to the prices by submitting a fully documented written request to the AEPA Category Committee Chairperson. The request must specifically detail and document the cause and/or reason for price changes and include any supporting documentation (manufacturer's letter, indexes, etc.). All price changes require approval by the AEPA Category Committee.

iii. **Unpredictable Economic Price Adjustment:** If economic price adjustment contingencies occur, Vendor Partner may submit a fully documented request (manufacturer's letter, indexes, etc.) for a price adjustment to AEPA Category Committee for review and approval by the committee. 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 Vendor Partner's control. Pricing will take effect upon approval.

iv. **New Products/Services:** Vendor Partner may submit new products or technologies that are within the original scope of work for the bid, to be added to the contract pending review and approval of the AEPA Category Committee. Requests should be submitted to the AEPA Category Committee for review and written approval.

B. Automated System for Pricing (ASP): The method consisting of an ASP and/or software application (RSMeans, Gordian) that is self-contained and consists 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.

C. RSMeans (Construction Related Bids only): It is important for Vendor Partners to breakout all costs (quantity and price) of all items listed under RS Means or an Alternative Pricing method. This includes all quoted items not on the approved AEPA bid submittal. The following are minimum requirements for using RSMeans for quoting projects to AEPA Member Agencies:

i. The Contractors must use the current online version and standard cost data. Only the following cost data titles will be accepted:
   a. Building Construction Cost Data Book
   b. Facilities Construction Cost Data
   c. Facilities Maintenance & Repair Cost Data
   d. Site Work & Landscape Cost Data Book

ii. All work proposed under RSMeans must use RSMeans format, even if subcontractors are used.

iii. An RSMeans spreadsheet must be submitted to substantiate the quote given to the AEPA Participating Entity. The spreadsheet columns must reveal the full RSMeans number and a sufficient amount of the description. This also applies to change orders.

iv. Pricing must be done by Location codes. National Average will not be allowed. In order to choose the "closest" location code, the first three (3) numbers of the zip code will be used to determine the city location index in the Participating Entity's state.

v. The AEPA contract holder factor, bonding cost, AEPA discount and taxes if applicable must be shown as separate line items at the bottom of the RSMeans spreadsheet. This information can be shown on a separate summary sheet. The summary sheet must start with the RSMeans spreadsheet total and show the detail for each of the items stated above. This detail will be provided to that AEPA State Agency and the AEPA Buyer as required.

vi. All change orders which list items covered by RSMeans must be supported by an RSMeans spreadsheet.

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:

i. The Bidder must prepare, issue and receive three written quotes from available suppliers and select the supplier that offers the products and services that meet the stipulated requirements and specifications and the most cost effective solution. All quotes must be made available upon request.

ii. 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.

iii. The AEPA price is calculated by taking the product and services to 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. Part F - Pricing Workbook

Pricing shall be completed on the provided pricing sheets in two (2) Microsoft Excel Workbooks with the individual tabs to be completed as follows:

i. F.1 Base Bid Price IDIQ (Required), All product offering will need to be added.
ii. F.2 State Multiplier & Labor Rates (Required)
iii. F.3 Volume Discounts (Optional)
iv. F.4 Demonstration Project Quote (Required)

Bid pricing will be evaluated on a combination of items from both the Base Bid Pricing and State Multiplier pricing submittal. AEPA will also include as part of the evaluation process a hypothetical specified demonstration project on a site ready for installation at a specific location. Bidder must respond with submitted line item pricing augmented by RS Means where needed. This exercise will be used to compare project price between bid responses.

14. Progress Payments

Progress payments are allowed on purchases for goods and services under the following conditions: The Buyer and the Vendor Partner agree to the terms of the progress payments prior to issuing a purchase order; the purchase order describes the amounts to be paid and the date of payment; the Buyer has a satisfactory method of verifying progress described in writing in a letter or on the purchase order; that payments will only be made when actual goods and/or services are verified/received; and 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.

15. **Warranty**

Vendor Partner 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 20-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 project component has a twenty-five year warranty, but the project component is part of a turnkey system that has a twenty-year warranty, the twenty-five year warranty must be honored by the manufacturer and the Vendor Partner. All extended warranties must be passed on, without exception. If, upon discovery, the Vendor Partner charges a Buyer for a replacement part that the Vendor Partner actually received at no cost under a warranty, the Vendor Partner will rebate the amount billed and the Buyer reserves the right to cancel the contract.

16. **Evaluation**

The AEPA Committee for this category will evaluate bid responses based on the entire response, and according to the criteria detailed in Part A for AEPA's definition of Responsive and Responsible bids. A recommendation may be made to recommend a single response, or to recommend multiple bidders based on differentiation of product or service between bidders. AEPA will vote as a whole to accept or not accept a committee's recommendation. Once accepted, each recommended bid response will go to the individual states for contract approval. Please note, pricing evaluation may include other considerations, including the total cost of the acquisition and whether the Proposer's offering represents the best value.

The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members' needs.

Evaluation Criteria
Cost Evaluation
Complete Response to Bid
Conformance to Bid Terms and Conditions
Pricing Equal to or Better Than That Offered to Individual Entities or Cooperatives with Equal or Lesser Volume
Quality and Suitability of products offered
Marketing plan
Financial Viability
Demonstrated Track Record of Performance in the public marketplace
Value Added attributes
Commitment to lead with the AEPA contract

In addition, the Evaluation committee will use the following criteria when evaluating the responses. Vendors Do Not have to fill out this table. This is for informational purposes only.

Criteria for Selecting 025-D Awarded Contractor	
Criteria	
Bonding capacity and Ability to Serve AEPA Membership	The overall goal and intent of this IFB effort is to furnish and install and repair the full building envelope and Roofing Related Services. The service and distribution area are to have the potential to serve the total geographic area of all 30 AEPA states. Respondents must demonstrate their ability, capacity, and available resources to provide the proposed products and services to **90%** of the AEPA Member Agencies indicating an interest in participating in the categories being solicited unless otherwise noted in Part A – Technical Specifications of the category being solicited.
	Yes_____ No_____
Completeness and degree of understanding of the demonstration project	Respondent prepared a proposal with all documents necessary to execute the project per the terms and conditions of AEPA IFB #025-D. Respondent used their bid line items and supporting R. S. Means construction cost data to prepare a complete line-item proposal and supporting construction documents for the demonstration project?
	Yes_____ Partially Answered_____ No_____
	Respondent provided an executive summary detailing the projects and detailing compliance with Tab 2.
	Yes_____ Partially Answered_____ No_____

	The design related to this demonstration project was for systems with a life of 20 or more years.
	Yes_____ No_____
	Respondent certified code compliance for UL 790 Class A and wind uplift for the building located in the 29501-zip code, South Carolina. Respondent provided a schedule of 70 working days with substantial completion in 63 days. Respondent created a site-specific safety plan. Respondent provided a plan for material setup and security of material. Respondent provided covered walkways into entrance(s) of the building.
	Yes_____ Partially meets_____ No_____
	Respondent provided stamped drawings due to the location being in an active hurricane zone, certifying the roof system meets the criteria for the location.
	Yes_____ No_____
	Respondent provided a sample certificate of insurance naming the school district and the AEPA as additional insured.
	Yes_____ No_____
	Respondent provided a sample payment and performance bond for the project.
	Yes_____ No_____
	Respondent stated that the local prevailing wage will be paid.
	Yes_____ No_____
Freight	Respondent provided their freight policy and delivery charges.
	Yes_____ No_____
Discount off of materials	Per page 22 of the Terms and Conditions, Respondent agreed that they will not offer or provide a better price to any individual entities or cooperatives with equal or lesser volume than that through AEPA.
	Yes_____ No_____
Multiplier (discount) off of RS Means	Respondent provided a percent off 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.
	Yes_____ No_____

Warranty reserves	Per section 11.1.7.2 on page 141 of the Specification, Respondent provided documentation demonstrating the roofing system's manufacturer(s) warranties are supported by an insurance policy, performance bond or certified warranty reserve for the full twenty (20) year period.
	Yes_____ No_____
References—ability to handle large projects	Respondent provided references with contact information demonstrating the respondent's ability to perform work in 90% of the AEPA member states.
	Yes_____ No_____
Completeness of answering the specifications requirement	Completeness of answering pricing of all required lines in Tab IFB 025-D pricing F.1 pricing workbook
	Yes_____ Partially Answered_____ No_____
Local subcontractors to perform in each member state	All local subcontractors in each state are listed and have been thoroughly vetted to perform work.
	Yes_____ No_____
Support staff—ability to service/comply with the requirements of the contract	Respondent demonstrated its 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.
	Yes_____ No_____
Indemnification Response for AEPA Membership	Respondent agreed to 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 Vendor Partner, 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 Vendor Partner, and/or its Subcontractors or claims under similar such laws or obligations. Vendor Partner's obligation under this section will not extend to any liability caused by the sole negligence of AEPA, its Member Agencies, Participating Entities, its employees.
	Yes_____ No_____
Bid Bond received	Respondent provided a bid bond as required.

	Yes_____ No_____
Volume Discounts	Respondent offered additional volume discounts off of list price.
	Yes_____ No_____

Part E – Signature Forms

AEPA 025-D
Roofing and Building Envelop Services

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines may lead AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Return the forms and pages in their correct order and scan one (1) single PDF format titled ***"Part E – Signature Forms – Name of Responding Company"*** (i.e. one PDF document for all signature forms).
4. Submit Part E, along with other required documents in Bonfire.

*Note, a solicitation checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as one (1), single PDF titled "Part E – Signature Forms – Name of Responding Company".

Uniform Guidance "EDGAR" Certification Form – ****signature required***
Solicitation Affidavit – ****signature required***
Acceptance of Solicitation & Contract – ****signature required***

Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of $2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering

Federally Financed and Assisted Construction"). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of $100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of $150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFRR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.		
Respondent Certification (By Item)	**Respondent Certification:** **YES**, I agree	**Initial**
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		
13. Governing Law; Forum Selection.		

_____

Name of Business

_____

Signature of Authorized Representative

_____

Printed Name

_____

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the ***Member Agency***, or any employee thereof, or any person, business or corporation under contract with the ***Member Agency*** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the ***Member Agency***, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the ***Member Agency***, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Authorized Representative (Please print or type)	Mailing Address
Title (Please print or type)	City, State, Zip
Signature of Authorized Representative	Date

Acceptance of Solicitation & Contract Award

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name		**Date**	
Address		**City, State Zip**	
Contact Person		**Title**	
Authorized Signature		**Title**	
Email		**Phone**	

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2026 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	**day of**	**Contract Number**
Contract to commence (Member Agency to select)	3/1/2025	**Or**

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their ***specified/required format***, by the due date and time listed for this solicitation. ***Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.*** Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	**Document Title, Uploaded to Bonfire** *(Respondent must submit documents in the required title/format)*	**Format of Uploaded Document**	**Notes**
	Bid Bond – if Required, see Part A if applicable.	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
	Part C – State-Specific Forms – ***Name of Responding Company***	Single, Scanned PDF	**New Jersey Only Requirement.** Signatures Required.
	Part D - Questionnaire – ***Name of Responding Company*** Includes: ● Company Information ● Service Questionnaire ● Exceptions ● Deviations	Single, Scanned PDF. Supplied on Bonfire	**Required.**
	Part E – Signature Forms – ***Name of Responding Company*** Includes: ● Uniform Guidance "EDGAR" Certification ● Solicitation Affidavit ● Acceptance of Solicitation & Contract	Single, Scanned PDF	**Required.** Signatures required.
	Part F – Pricing Schedule – ***Name of Responding Company***	2 Excel Workbooks	**Required.**
	Price List and/or Catalog – ***Name of Responding Company***	Upload PDF	**Required.**
	Exhibit A – Marketing Plan – ***Name of Responding Company***	Scanned PDF	**Optional.** Form not provided by AEPA, Respondent Created

Part F.1 – Base Bid Schedule

AEPA IFB #025-D ROOFING & BUILDING ENVELOPE SERVICES

Bidding Company Name: *Enter company name here*

INSTRUCTIONS: Part A: Instructions and Specifications refer to the type and quality of products and services being bid. In the form below, enter your bid prices for those items indicated, the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. A Bidder shall provide price lists that state a list/retail/regular price, AEPA discount and the AEPA price. *If additional clarification and price sheet(s) pertaining to the bid being submitted are needed, include them behind the last tab.*

Part F.1 is a REQUIRED FORM

No.	Description	Unit of Measure	List Price	Percentage Discount	Bid Price	Comments	No.
1	**Water Resistant Roofing**						1
2	Pressure cleaning, vertical walls	SF			$ -		2
3	Pressure cleaning, horizontal surfaces	SF			$ -		3
4	Roof scanning to identify wet or substandard room components to be removed	SF			$ -		4
5	Asphalt emulsion coating, waterproofing, brush applied, per coat	SF			$ -		5
6	Rubberized coating waterproofing, brush applied, per coat	SF			$ -		6
7	Vinyl/acrylic resin, dampproofing, brush applied per coat.	SF			$ -		7
8	Non-pigmented synthetic resin, waterproofing, one coat sprayed on	SF			$ -		8
9	Caulking: remove existing, clean and prime joint	LF			$ -		9
10	Caulking, epoxied urethane compound, 2 component, 1/4" x 1/4", in place	LF			$ -		10
11	Caulking, polyurethane, 1 component, 1/4" x 1/4", in place	LF			$ -		11
12	Caulking, polyurethane, 1 component, 1/2" x 1/2", in place	LF			$ -		12
13	Caulking, silicone rubber, 1 component, 1/4" x 1/4", in place	LF			$ -		13
14	Caulking, epoxied urethane compound, 2 component, 1/4" x 1/4", in place	LF			$ -		14
15	Caulking, silicone rubber, 1 component, 3/4" x 3/8", in place	LF			$ -		15
16	Backer rod, polyethylene, 3/8" diameter, installed in prepared opening	LF			$ -		16
17	Backer rod, polyethylene, 1/2" diameter, installed in prepared opening	LF			$ -		17
18	Backer rod, polyethylene, 3/4" diameter, installed in prepared opening	LF			$ -		18
19	Backer rod, polyethylene, 1" diameter, installed in prepared opening	LF			$ -		19
20	Building paper, asphalt felt sheathing paper, 1 ply, 15#, in place	SF			$ -		20
21	Building paper, asphalt felt sheathing paper, 1 ply, 40#, in place	SF			$ -		21
22	Building paper, red rosin paper, 5 square rolls, 4#, in place	SF			$ -		22
23	Vapor retarder adhered, 2 ply inorganic, glass Type 15, applied in Type IV (or appropriate type) asphalt, in place	SF			$ -		23
24	Vapor retarder, 2 ply organic, Type 15 pound, applied in Type IV asphalt (or appropriate type), in place	SF			$ -		24
25	Vapor retarder; 2-ply inorganic, glass, Type IV, applied in cold adhesive to 4' x 8' x 1/4" glass-mat embedded, water resistant gypsum core panel mechanically fastened	SF			$ -		25
26	**Insulation**						26
27	Demolition of roof insulation, per inch of depth	SF			$ -		27
28	Demolition of lightweight cementitious fills, per inch of depth	SF			$ -		28
29	Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1" thick, R-6.6, applied Type IV (or appropriate) asphalt	SF			$ -		29

No.	Description	Unit of Measure	List Price	Percentage Discount	Bid Price	Comments	No.
30	Roof deck insulation, Isocyanurate in 4’ x 4’ or 4’ x 8’ sheets with fiberglass facers, 1 1/2” thick, R-10.0, applied Type IV (or appropriate) asphalt	SF			$ -		30
31	Roof deck insulation, Isocyanurate in 4’ x 4’ or 4’ x 8’ sheets, 1” thick, R-6.6, mechanically fastened	SF			$ -		31
32	Roof deck insulation, Isocyanurate in 4’ x 4’ or 4’ x 8’ sheets with fiberglass facers, 1 1/2” thick, R-10.0, mechanically fastened	SF			$ -		32
33	Roof deck insulation, fiberboard in 4’ x 4’ sheets, 1/2” thick, R-1.39, applied Type IV (or appropriate) asphalt	SF			$ -		33
34	Roof deck insulation, fiberboard in 4’ x 8’ sheets, 25/32” thick, R-2.4, installed hot/cold or mechanically attached coated six sides	SF			$ -		34
35	Roof deck insulation, fiberboard in 4’ x 4’, 1” thick, R-2.78, applied Type IV asphalt (or appropriate asphalt), coated six sides	SF			$ -		35
36	Roof deck insulation, fiberboard in 4' x 4' sheets, 1/2” thick, R-1.39, mechanically fastened, coated six sides	SF			$ -		36
37	Roof deck insulation, fiberboard in 4’ x 4’, 1” thick, R-2.78, mechanically fastened, coated six sides	SF			$ -		37
38	Roof deck insulation, lightweight cellular wire reinforced concrete fill, R-value depending on thickness, per inch of depth	SF			$ -		38
39	Roof deck insulation, vermiculite at 1/8:12, R-value depending on thickness, per inch of depth	SF			$ -		39
40	Roof deck insulation, vermiculite at 1/4:12, R-value depending on thickness, per inch of depth	SF			$ -		40
41	Roof deck insulation, gypsum panels, 3” thick	SF			$ -		41
42	Roof deck insulation, Isocyanurate (black facer only), tapered, 1/8” per foot slope, Type IV asphalt, per inch of depth	SF			$ -		42
43	Roof deck insulation, Isocyanurate (black facer only), tapered, 1/4” per foot slope, Type IV asphalt, per inch of depth	SF			$ -		43
44	Cold insulation adhesive	SF			$ -		44
45	CDX Gypsum, 1/4" x 4' x 8' - Mechanically attached	SF			$ -		45
46	CDX Gypsum, 1/4" x 4' x 8' - Set into adhesive	SF			$ -		46

Project Quote

AEPA #025-D Part F.4 Roofing and Building Envelope Services

Bidding Company Name:	*Enter company name here*

INSTRUCTIONS

The Respondent will demonstrate an understanding of the AEPA IFB #025-D ROOFING & BUILDING ENVELOPE SERVICES Part A Instructions and Specifications and Part B General Terms and Conditions.

The Respondent will prepare a proposal with all documents necessary to execute the project per the terms and conditions of AEPA IFB #025-D.

The Respondent will use their bid line items and supporting R.S. Means construction cost data to prepare a complete line item proposal and supporting construction documents for the demonstration project.

Any award will take into account the Respondent's overall completeness of its proposal package meeting the specifications, qualifications, and requirements of the demonstration project.

Respondent's proposal shall be based on the information provided in the Parameters, Scope of Work, and Roof Plan tabs.

The demonstration project information has been prepared for the Respondent to work from to develop a complete submission package that will be expected by all AEPA member states as a template on how Respondent will conduct roofing and building envelope projects if awarded an AEPA IFB #025-D contract.

The demonstration project will be evaluated based on the constructability level of detail and compliance within the proposal and bid pricing.

For purposes of the demonstration project, Respondent will be referred to as contractor.

The Respondent must submit the proposal as a PDF file and upload to BonFire, in compliance with AEPA bid submission requirements.

School Dist/ Entity Name	Street Address	City	State	Zip	PO #

Item #	Item Description	Manufacturer #

Qty	Extended Advertised Price	Extended AEPA Price	Savings

Total Sales
Total Administrative Fee