

## **AEPA Bid Checklist**

**Proposal:** AEPA 018.5-C Athletic Equipment & Supplies

**Awarded Vendor(s):** Kranos (Schutt), Partac Peat, School Specialty

**Award Date:** May 7, 2018      **Contract Number:** 018.5-C

- Copy of Public Notice
- Copy of Bid Specifications
- Opening Record/List of Bids Received
- Copy of Bids Received
- Recommendation for New Contracts
- Tally Sheets with Notes/Executive Summary
- Copy of Signed Contract(s)
- Board Acceptance of Bid

**AFFIDAVIT OF PUBLICATION**

2584141

STATE OF NORTH DAKOTA,  
COUNTY OF CASS

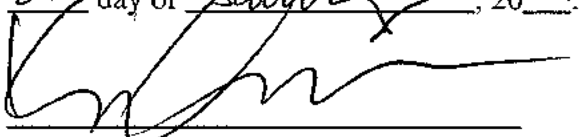
Emily Schnaidt, *The Forum*, being duly sworn, states as follows:

1. I am the designated agent of The Forum, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspapers listed on the attached exhibits.

2. The newspapers listed on the exhibits published the advertisement of: **NOTICE TO BIDDERS**; 2 (two) times, *January 15 & 22, 2018*, as required by law or ordinance.

3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

  
[Signed]

Subscribed and sworn to before me this  
22 day of January, 2018.  


Notary Public, Cass Co., N.D.

**KRIS ADAMSON**  
Notary Public  
State of North Dakota  
My Commission Expires Jan. 6, 2021

**NOTICE TO BIDDERS**  
Sealed Bids will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its Member Agencies until:  
1:30 p.m. EST, Monday, February 26, 2018  
For Catalog Bids: 018.5-A Maintenance, Repair & Operations (MRO), 018.5-B Career and Technical Education, 018.5-C Athletic Equipment and Supplies  
Each bid package consists of multiple parts:  
Part A - Terms and Conditions  
Part B - Specifications  
Part C - Member Agency (State) Terms and Conditions  
Bid Proposal Checklist  
Forms A - F  
All bids shall be submitted online via Public Purchase by the due date and time listed above. Note that Bidders must be able to provide their proposed products and services in up to 26 states including California, Colorado, Connecticut, Florida, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, Texas, Virginia, Washington, West Virginia, Wisconsin and Wyoming.  
AEPA bid documents can be downloaded after registering, at no cost, on Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com). AEPA and/or the respective Member Agencies reserve the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Bids will be opened and an opening record will be posted to Public Purchase. Bids will be publicly opened at 1:30 PM EST on February 26, 2018, at Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI.  
(January 15, 22, 2017) 2584141



**Classified Advertising Invoice**

**Bismarck Tribune**

PO BOX 540  
Waterloo, IA 50704-0540

888-418-6474

LAKES COUNTRY SERVICE COOP

1001 E MOUNT FAITH  
FERGUS FALLS MN 56537

Customer: 60058870  
Phone: (218) 737-6535  
Date: 01/22/2018

**CREDIT CARD PAYMENT (circle one)**



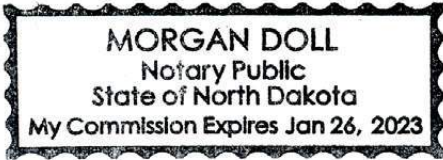
Card #: \_\_\_\_\_  
Exp Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Credit card users: Fax to 319-291-4014

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

Lee Enterprises no longer accepts credit card payments sent via e-mail. Emails containing credit card numbers will be blocked. Please use the coupon above to send a credit card payment to remittance address located in the upper right corner. You may also send the coupon to a secure fax at 319-291-4014.

| Date     | Date     | Times Run | Description                    | Lines | Class Code | Order Amt | Net Amt Due |
|----------|----------|-----------|--------------------------------|-------|------------|-----------|-------------|
|          |          |           | Feb. 26, 2018 - AEPA: 018.5-A; | 50.00 | Legals     | 83.00     | 83.00       |
| 01/15/18 | 01/22/18 | 2         | Bismarck Tribune               |       |            |           |             |

**Affidavit of Publication**  
 State of North Dakota ) SS. County of Burleigh  
 Before me, a Notary Public for the State of North Dakota  
 personally appeared JRL who being duly sworn, deposes  
 and says that he (she) is the Clerk of Bismarck Tribune Co.,  
 and that the publication(s) were made through the  
Bismarck Tribune on the following dates:  
1/15 & 22 Signed JRL  
 sworn and subscribed to before me this 24th  
 day of January 2018  
Morgan Doll  
 Notary Public in and for the State of North Dakota



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 1/15 & 22 - 20921923

Please return invoice or put order number on check. Thank You.

Remarks

Due: 83.00

**Bismarck Tribune**  
[www.bismarcktribune.com](http://www.bismarcktribune.com)  
PO BOX 540  
Waterloo, IA 50704-0540

Terms: PAYMENT IS DUE UPON RECEIPT OF INVOICE

**AFFIDAVIT OF PUBLICATION**

2584141

STATE OF NORTH DAKOTA,  
COUNTY OF CASS

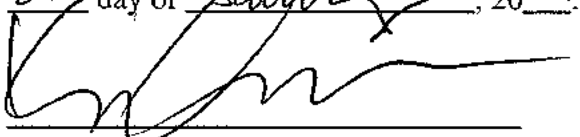
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(January 15, 22, 2017) 2584141



# Invitation for Bid

## AEPA IFB #018.5-C Athletic Equipment & Supplies

### Part A – Terms and Conditions

#### Notice to Bidders

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**Each bid package consists of multiple parts:**

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**Bid & Contract Timeline:**

|  |  |
|--|--|
| January 11, 2018                       | Publication of IFB available through Public Purchase. Notification will also be posted to the AEPA website, <a href="http://www.aepacoop.org">www.aepacoop.org</a> . |
| January 31, 2018                       | Pre-Bid Conference Call (optional)   |
| February 12, 2018                      | Deadline for questions from Bidders  |
| <b>February 26, 2018 - 1:30 pm EST</b> | <b>Deadline for Bid Submittals and Bid Reading via Public Purchase</b>   |
| March 29, 2018                         | Contract Recommendations posted on Public Purchase and the AEPA website, <a href="http://www.aepacoop.org">www.aepacoop.org</a>                                      |
| April 16, 2018                         | AEPA Approval of bids  |
| April 17, 2018                         | Vendor Partner’s submit required documentation to Member Agencies  |

|   |  |
|---|--|
| No later than May 1, 2018, to February 28, 2019 | Initial contract term (up to fifteen months) – See Term of Contract and Extensions in General Terms & Conditions |
| March 1, 2019 - 2022                            | Annual contract renewal dates subject to approval by AEPA  |

For information on how to address all questions regarding this Invitation for Bid (IFB), reference Section II. Bid Procedures, Section C. Questions.

### AEPA Member Agency Information

| State         | Agency Name   | Contact           | Email  | Students   |
|---------------|---|-------------------|--|------------|
| California    | Monterey County Office of Education d/b/a CalSAVE                       | Ted Witt          | <a href="mailto:twitt@epylon.com">twitt@epylon.com</a>                         | 6,000,000  |
| Colorado      | Colorado BOCES Association  | John Tillman      | <a href="mailto:jtillman@my.amigo.net">jtillman@my.amigo.net</a>               | 889,000    |
| Connecticut   | Capitol Region Education Council (CREC)                                 | Cara Hart         | <a href="mailto:chart@crec.org">chart@crec.org</a>                             | 538,000    |
| Florida       | Panhandle Area Education Consortium                                     | Larche Hardy      | <a href="mailto:larche.hardy@paec.org">larche.hardy@paec.org</a>               | 2,700,000  |
| Indiana       | Wilson Education Center   | Phil Partenheimer | <a href="mailto:philp@wesc.k12.in.us">philp@wesc.k12.in.us</a>                 | 1,046,026  |
| Iowa          | Iowa Educators Consortium   | Joni Puffett      | <a href="mailto:jpuffett@iec-ia.org">jpuffett@iec-ia.org</a>                   | 510,010    |
| Kansas        | Southeast Kansas Education Service Center                               | Tina Smith        | <a href="mailto:tina.smith@greenbush.org">tina.smith@greenbush.org</a>         | 468,510    |
| Kentucky      | Green River Regional Educational Cooperative                            | Ann Burden        | <a href="mailto:ann.burden@grrec.org">ann.burden@grrec.org</a>                 | 675,000    |
| Massachusetts | The Education Cooperative   | Joan Preble       | <a href="mailto:jpreble@tec-coop.org">jpreble@tec-coop.org</a>                 | 955,739    |
| Michigan      | Oakland Schools   | Tim Loock         | <a href="mailto:tim.loock@oakland.k12.mi.us">tim.loock@oakland.k12.mi.us</a>   | 1,550,802  |
| Minnesota     | Cooperative Purchasing Connection                                       | Jeremy Kovash     | <a href="mailto:jkovash@lcsc.org">jkovash@lcsc.org</a>                         | 842,932    |
| Missouri      | Cooperating School Districts  | Matt Goodman      | <a href="mailto:khackworth@edplus.org">khackworth@edplus.org</a>               | 885,204    |
| Montana       | Montana Cooperative Service   | Dave Puyear       | <a href="mailto:dpuyear@mrea-mt.org">dpuyear@mrea-mt.org</a>                   | 144,129    |
| Nebraska      | Nebraska ESU Cooperative Purchasing                                     | Craig Peterson    | <a href="mailto:Craig.peterson@esucc.org">Craig.peterson@esucc.org</a>         | 300,000    |
| New Jersey    | Middlesex Regional Educational Services Commission                      | Pat Moran         | <a href="mailto:pmoran@mresc.k12.nj.us">pmoran@mresc.k12.nj.us</a>             | 1,369,000  |
| New Mexico    | Cooperative Educational Services  | Dotty McKinney    | <a href="mailto:dotty@ces.org">dotty@ces.org</a>                               | 338,307    |
| North Dakota  | North Dakota Educators Service Cooperative                              | Jane Eastes       | <a href="mailto:jeastes@lcsc.org">jeastes@lcsc.org</a>                         | 106,863    |
| Ohio          | Ohio Council of Educational Purchasing Consortium                       | Elmo Kallner      | <a href="mailto:kallner@mail.mecdc.org">kallner@mail.mecdc.org</a>             | 1,700,000  |
| Oregon        | Intermountain ESD   | Rob Naughton      | <a href="mailto:rob.naughton@imesd.k12.or.us">rob.naughton@imesd.k12.or.us</a> | 570,857    |
| Pennsylvania  | Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network | Jeff Kimball      | <a href="mailto:jkimball@csiu.org">jkimball@csiu.org</a>                       | 5,700,000  |
| Texas         | Region 16 Education Service Center d/b/a TexBuy                         | Andrew Pickens    | <a href="mailto:andrew.pickens@esc16.net">andrew.pickens@esc16.net</a>         | 5,232,065  |
| Virginia      | Fairfax County Public Schools   | Michelle Pratt    | <a href="mailto:MRPratt@fcps.edu">MRPratt@fcps.edu</a>                         | 1,249,000  |
| Washington    | King County Directors Association                                       | Dave Mahalko      | <a href="mailto:dmahalko@kcda.org">dmahalko@kcda.org</a>                       | 1,000,000  |
| West Virginia | WV Regional Education Service Agencies Cooperative Purchasing           | Amy McComas       | <a href="mailto:amy.mccomas@access.k12.wv.us">amy.mccomas@access.k12.wv.us</a> | 279,899    |
| Wisconsin     | Cooperative Educational Service Agency (CESA) #2                        | Jane Wray         | <a href="mailto:jane.wray@cesa2.org">jane.wray@cesa2.org</a>                   | 873,000    |
| Wyoming       | Northeast Wyoming Board of Cooperative Educational Services             | Nita Werner       | <a href="mailto:nwerner@newboces.com">nwerner@newboces.com</a>                 | 91,000     |
|               |   |                   | <b>Total Students:</b>   | 36,009,480 |

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## I. About AEPA

The Association of Educational Purchasing Agencies (AEPA) is a school procurement consortium established in 2000 through a Memorandum of Understanding, and incorporated in 2007 under the state laws of Nevada. Currently, twenty-six (26) states have joined to issue simultaneous Invitations for Bids (IFB) generating sales in forty-nine (49) states.

AEPA requires that Bidders only respond if they are able to offer prices equal to or lower than what they ordinarily offer on separate, single school district, single state or multi-state contracts that have equal or lesser volume. AEPA's mission is to cooperatively serve our members through a continuous effort to explore and solve present and future purchasing needs. Our goals include working to secure multi-state volume purchasing contracts with benefits that are measurable, cost-effective and continuously exceed our members' expectations. AEPA is committed to accomplish this mission lawfully and ethically, using leading edge technology and futuristic business practices.

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

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 bid contracts (see the Summary of State Participation by Bid Category Table).

## II. Bid Procedures

### A. Issuing Agency

The great benefit to the Bidder is that one response may be prepared for approval by AEPA and award by multiple AEPA Member Agencies and utilized by their Participating Entities located throughout many states. Some of these 26 AEPA Member Agencies have Participating Entities in other non-AEPA states as identified in the Part B - Specifications document. Bidders responding to this IFB will submit their response in the required formats (PDF, Word, Excel) of all files requested along with complete catalogs via Public Purchase by the due date and time of this IFB. Bidders selected in response to this single IFB have the potential to provide products and services to local education agencies serving over 36,000,000 (excludes non-represented AEPA states) students.

Each AEPA Member Agency will individually publish notice of the IFB. Bidders will submit their response online, electronically via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). Responses will be evaluated by bid oversight 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 IFB, initial evaluation, and recommendation for possible approval to AEPA Member Agencies. AEPA consists of agency officials who have agreed to assist one another in meeting the public purchasing needs of local school districts and other political subdivisions.

Contracts awarded through cooperative purchasing must meet the procurement laws of the states of each AEPA Member Agency. When these laws are satisfied, an individual entity using these contracts is deemed in compliance with bidding regulations. As allowed by specific state statutes, they can issue purchase orders for any amount without the necessity to prepare their own IFB, Request for Proposal



(RFP), or Request for Quotations (RFQ). This saves the entity time and allows for economical and efficient purchasing.

State laws that permit or encourage cooperative purchasing contracts do so in the belief that it saves the participants both time and money. Time is saved by having access to volume discounted contracts publicly solicited and being able to purchase what is needed without having to wade through the solicitation process (write solicitation, advertise the IFB, open each response, evaluate and make a selection). Money is saved in procurement cost and lower prices will be the result of volume purchasing. *Therefore, a contract issued by a cooperative can be used by hundreds of separate political units; but if it has the same or higher prices than what a single agency or state contract can get through its own bid, a cooperatively bid contract makes no sense.*

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. Voluntary Pre-Bid Conference Call**

AEPA will host a voluntary pre-bid conference call on Wednesday, January 31, 2018, 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-Bid Conference Call Schedule – Wednesday, January 31 2018**

| <b>IFB</b>                              | <b>Eastern</b> | <b>Central</b> | <b>Mountain</b> | <b>Pacific</b> |
|---|----------------|----------------|-----------------|----------------|
| 018.5-A MRO                             | 10:00 AM       | 9:00 AM        | 8:00 AM         | 7:00 AM        |
| 018.5-B Career and Technical Education  | 10:30 AM       | 9:30 AM        | 8:30 AM         | 7:30 AM        |
| 018.5-C Athletic Equipment and Supplies | 11:00 AM       | 10:00 AM       | 9:00 AM         | 8:00 AM        |

**Conference Call Number:** 248-209-2400

**Conference Call Code:** \*0102087#

#### **C. Questions**

All questions from Bidders must be submitted online through Public Purchase, AEPA will not accept questions in any other format. All questions received during the IFB process will be available via Public Purchase. All Bidders will be automatically notified through email when AEPA responds to a question asked by a Bidder. It is the Bidders responsibility to check Public Purchase for any questions and answers prior to the bid deadline. Questions received less than fourteen (14) days prior to the bid due date will not be answered.

Should AEPA issue an addenda during the solicitation process, all Bidders will be automatically notified through email of the released addenda. AEPA is not responsible for Bidders not acknowledging the issued addenda and not submitting a response according to those changes.

Questions regarding this IFB after Bid Opening, but prior to the approval of the contract, should be submitted to [aeпа-bids@googlegroups.com](mailto:aeпа-bids@googlegroups.com).

Questions regarding this IFB after Notification of Approval should be submitted to [aeпа-president@googlegroups.com](mailto:aeпа-president@googlegroups.com).

#### **D. Bidder Qualifications**

An essential part of the bid evaluation process is an evaluation to qualify the company being considered. All bids must contain answers, responses and/or documentation to the information requested in the Bid

Documents. Any Bidder failing to provide the required information/ documentation may be considered non-responsive, this includes submitting a response not in the proper format.

Bidders, within their response, must demonstrate their ability, capacity and available resources to provide the proposed products and services to all of the AEPA Member Agencies indicating an interest in participating in the categories being solicited. The Bidders are required to communicate and demonstrate within their response they have extensive knowledge, background and at least five (5) years 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 bid response and/or its own investigation of the company.

#### **E. Bid Security**

If required, bids shall be accompanied by a satisfactory bid security. This will vary by category and will be noted in Part B. A bidder must include a PDF copy of the bid security with their response on Public Purchase. The Bidder must mail and AEPA must receive the official bid security by the bid due date and time in order to be considered responsive. If a Bidder fails to submit a copy of the bid security via Public Purchase and/or fails to submit the bid security by the due date and time, its response shall be deemed non-responsive and will not be considered.

When a bid security is required, the amount of the bid security for each category will be listed in Part B. An acceptable bid security will have the principal being the Bidder and the Association of Educational Purchasing Agencies listed as the Agency of Record. Bid Security may be a one-time bid bond underwritten by a surety company licensed to issue bid bonds in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC financial institution. The bid security shall remain in force for one hundred twenty (120) days of bid opening.

#### **F. Bid Submission**

##### **1. Preparation of the Bid Response**

- a. The IFB is published in multiple parts. Part A contains the terms and conditions that apply to all IFB's in the current series of bids. Part B is the specifications for the bid commodity. The IFB also contains a Bid Proposal Checklist, Forms A – F, all of which are to be filled out in their entirety and submitted online via Public Purchase in their required formats with the Bidder's response. Some bid categories may contain additional Parts or Forms. All Forms should be uploaded as individual forms.
- b. All bid responses shall be on the forms provided by AEPA for each IFB found in Public Purchase.
- c. Bid Forms requiring signatures shall be submitted by the person authorized to sign the bid response. Failure to properly sign the bid documents will result in the response being deemed non-responsive.
- d. In case of an error in extension of prices in the bid, unit prices shall govern.
- e. Periods of time, stated as a number of days, shall be in calendar days, not business days.
- f. It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- g. The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the AEPA Member Agency and a Bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the bid will be evaluated as a sample of data submission.

## 2. Format of Bid Submittal

- a. Bidders will submit all documents, **in their required formats, individually**, online via Public Purchase by the due date and time of the IFB. **Documents must be submitted individually; one merged document encasing the entire response will NOT be accepted.**
- b. The Bid Security, if applicable, must be submitted following the guidelines mentioned in II. Bid Procedures, E. Bid Security.

## 3. Bid Submittal Documents

**Document Development:** Bid forms for this IFB are published in Public Purchase, in both Word, Excel and PDF formats. Bidders may download the documents once they are registered with AEPA on Public Purchase. All documents must be titled properly and submitted in their required format as noted in the Bid Proposal Checklist. Please scan and upload all documents to Public Purchase following the Bidder's Proposal Checklist, any additional documents or files other than those listed below that may be requested and/or related to the this IFB.

- a. **Bid Security:** Not all categories require a bid security. If required, include a scanned PDF copy of the Bid Security with the Bidder's proposal on Public Purchase. NOTE: Bidder's must follow the Bid Security guidelines mentioned above in II. Bid Procedures, E. Bid Security. Failure to follow these guidelines will result in the Bidder being deemed non-responsive and will not be considered.
- b. **Bid Proposal Checklist:** This checklist is a final reminder of what documents need to be submitted by a Bidder, and the required title and format when submitting a response online via Public Purchase.
- c. **Form A – Bid Affidavit:** Complete the form provided. A signature of the Bidder's authorized representative is required and a Notary Public must complete this form. Scan to a PDF format and title as per the instructions in Document Development above. *If the bid is awarded, the Bidder will be required to produce an original signed and notarized document in paper (hard copy) form for each participating AEPA Member Agency.*
- d. **Form B – Acceptance of Bid & Contract Award:** Complete the form provided. A signature of the Bidder's authorized representative is required. Scan to a PDF format and title as per the instructions in Document Development above. *If the bid is awarded, the Bidder will be required to produce an original signed and notarized document in paper (hard copy) form for each participating AEPA Member Agency.*
- e. **Form C – Company Information & Service Questionnaire:** Complete the form provided. The Service Questionnaire seeks information about the Bidder's pricing structure, service areas, past performance and commerce processes. The Company Information form provides background information on the Bidder's company. The authorized representative must sign the completed document. Scan to a PDF format and title as per the instructions in Document Development above.
  - **NOTE: An attached letter of line of credit from the Bidder's chief financial institution is required unless the company is publicly traded. If the company is publicly traded, a complete Annual Financial Report from the most recent year is REQUIRED.** Scan the Letter of Line of Credit and/or Annual Report into a PDF document and title as per the instructions in Document Development above.
- f. **Form D – Exceptions and Deviations:** Complete the form provided. Exceptions to Terms and Conditions set forth in Parts A and B of this IFB must be noted on this form. If there are no exceptions, the form must be returned with the "no exceptions" box checked and signed by the authorized representative. Explanations of deviations noted in response to standard, product, category and service specifications in Part B - Specifications are required on this form. If there are no deviations, the form must be returned with the "no deviations" box checked and initialed by the authorized representative. Scan to a PDF format and title as per the instructions in Document Development above.
- g. **Form E – Discount & Pricing Schedules:** Complete the form provided. This form is intended as the cover document for the Bidder's discount pricing schedule. This form must be signed by the

authorized representative. Scan to a PDF format and title as per the instructions in Document Development above.

- h. **Form F – Discount & Pricing Schedules 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 on Form F.
  - i. **Warranties, Additional Services:** In response to Form F, the Bidder may be asked to provide a price schedule for warranties, etc. ***This document is created by the Bidder (it is not provided by AEPA) and should be presented in an Excel workbook and titled as per the instructions in Document Development above.***
  - j. **Additional Discounts:** In response to Form G, the Bidder may be select to offer additional discounts/bonuses to AEPA members based on a dollar volume, sizes of orders or other criteria, and must state the formula for arriving at these discounts. ***This document is created by the Bidder (it is not provided by AEPA) and should be presented in an Excel workbook and titled as per the instructions in Document Development above.***
  - k. **Price Lists and/or Catalogs:** ***For catalog bids, PDFs of the Bidder’s most recent published catalog(s) or price lists must be included for catalog bids.*** Each PDF document must be titled as per the instructions in Document Development above.
  - l. **State Specific Forms:** If required, according to Part C, State Specific Terms and Conditions, submit all state specific required forms, scanned to a PDF format and title as per the instructions in Document Development above.
4. **Bid Transmittal – *Uploaded to Public Purchase by February 26, 2018, at 1:30 p.m. EST.***

It is the responsibility of the Bidder to be certain that the bid submittal has been uploaded in its entirety to Public Purchase, on or prior to the exact due date and time of February 26, 2018, at 1:30 PM EST. If applicable, a hard copy of the bid security must be in the actual possession of AEPA at Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 58328, on or prior to the exact due date and time mentioned above. Failure to submit a copy with your response and to send the official bid security to AEPA will result in the Bidder being deemed non-responsive and will not be considered. Bids and bid securities not meeting the due date and time will not be accepted. Bid securities must be submitted in a sealed envelope properly addressed to Association of Educational Purchasing Agencies, with the Bid Number, Bid Category being offered, Bid Due Date and Time, and Bidder’s Name and Address clearly indicated on the envelope or box. Bid securities received late will not be opened and will be deemed non- responsive.

If the designated location for receiving the bid security is closed due to an unforeseen circumstance on the day the bid security is due (due date), the bid security will be due at the same time on the next day the building is open. Responsive bids will be opened and the name of each Bidder and other appropriate information will be posted to Public Purchase.

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

1. **Responsive Bidder:** A responsive bid reasonably and substantially conforms to all material requirements of the solicitation. Bids must be responsive and approved by AEPA to receive award consideration by AEPA Member Agencies. To be determined responsive, the response must meet all of the requirements below:
  - a. Submitted on time.
  - b. Materially satisfy all mandatory requirements identified throughout the IFB.
  - c. Must substantially conform to all of the specified requirements in the IFB in the judgment of AEPA and its AEPA Member Agency representatives.

- d. Any deviation from requirements indicated herein must be stated, in writing, and included with the bid submittal. Otherwise, it will be considered that bids are in strict compliance with all requirements, and any successful Bidder will be held responsible therefore.
- e. Deviations or exceptions stipulated in Bidder's response may result in the bid being classified as non-responsive. Language to the effect that the Bidder does not consider this bid to be part of a contractual obligation will result in that Bidder's response being disqualified. Terms of the IFB that any Bidder considers particularly unwarranted, and to which that Bidder would have to take significant exception in his bid, should be stated clearly and concisely as exceptions and/or deviations.
- f. In preparing a proposal, the Bidder's inability to follow the proposal preparation instructions set forth in this solicitation and its inability to provide written responses, narratives, requested and support documentation relating to the Bidder's qualifications; abilities; capacity; products; specifications; delivery, installation, setup, maintenance; support services and pricing utilized by AEPA evaluators may result in the Bidder's response to be deemed non-responsive.

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

**3. Responsible Bidder:** A responsible Bidder is a firm or person with the qualifications, capability and capacity to perform the contract requirements with integrity and reliability, which will assure a good faith performance. AEPA's approval of a Bidder's response will make the Bidder available for consideration to the AEPA Member Agencies for contract award. Prior to this recommendation the Contract Oversight committee will determine whether a Bidder is responsible. If a Bidder is approved by AEPA, the AEPA Member Agency reserves the right to determine if said Vendor Partner is responsible in their respective state. Factors to be considered in determining whether the standard of responsibility has been met may include but is not limited to whether a Bidder has:

- a. Submitted a responsive bid;
- b. The qualifications stipulated herein that may include but are not limited to adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the products, services, or construction, described in the invitation for bids to those AEPA member states who have indicated their participation;
- c. A demonstrated and documented satisfactory track record of performance in the national market place.
- d. A satisfactory record of integrity and a reputation of responding to and meeting educational institutions' needs, adherence of and compliance with federal, state, local and industry standards, rules, regulations and codes;
- e. Quality and suitability of products and services offered to meet and perform to the specifications, expectations and requirements identified in this bid;
- f. Supplied all necessary information and data in connection with determining whether a Bidder meets the standard of responsibility.

**4. Cost Evaluation:**

- a. Cost and price schedules conform to and provide the information required in Part B of this bid;
- b. Pricing offered that is equal to or better than those offered 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;
- d. Line Item Bid: Lowest responsive, responsible Bidder(s); or
- e. 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 Bidders. A “Market Basket” is a list of items typically purchased by AEPA Member Agencies and their Participating Entities that represent a cross-section of the types of those items purchased. The selection and quantity of line items evaluated will be at the sole discretion of the AEPA evaluators;
- f. Based on the cost evaluation, a recommendation will be made to approve a single Bidder or make a multiple Bidder award.

## **H. Contract Award and Implementation**

An AEPA oversight committee will perform initial bid response review and evaluation and will prepare and make a recommendation to AEPA for its consideration and approval. Those selected Bidders 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 bid response, a Bidder becomes a “Vendor Partner” for AEPA.

Recommendations for approval by AEPA will be posted to Public Purchase and the AEPA website on March 29, 2018. Bidders who are being recommended to AEPA by the Bid Committees and will have their proposal reviewed at the Spring Meeting, April 16 – 17, 2018, will be invited to present for 15 minutes, if approved by AEPA, to the group to educate all 26 states on your company, products, etc.

***Once the approved Bidders have been notified, it is their responsibility to contact those AEPA Member Agencies (up to 26) who had indicated an interest in participating and send Forms A and B to each of the participating AEPA Member Agencies.*** 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’ 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.

## **III. 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 working knowledge of the contract.
2. Train and educate sales staff on what the AEPA cooperative contract is 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. 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. On a quarterly basis, 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. On a quarterly basis, complete the online Vendor Partner sales report for each Member Agency.
7. Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.
8. Annually attend two (2) AEPA meetings: Annual meeting which is typically in April and the Winter Meeting which is typically the end of November or early December 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 including, 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.

#### **IV. 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 possibly including providing a list of potential customers.
  6. Attendance at the two (2) AEPA meetings which provides for opportunity to interact with Vendor Partners.

#### **V. General Terms and Conditions For All Agencies**

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

**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 shall be paid to each Member Agency on a quarterly basis. See the Summary of State General Overview for the administrative fees by Member Agency (state).

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

**AEPA Bi-Annual Meetings:** AEPA holds two general meetings each year: one in the Spring (usually in the month of April or May) and the other in the Fall (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 request 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:** Refers to the entities identified in the table on page two of this document and are listed on the table presented in Part B - Specifications, Item 3: Anticipated Member Agency Participation on this bid, that has chosen to participate in this bid/category. "Direct or Indirect Participation" may include their involvement through the formulation of any part of a procurement activity; the influencing of the content of any term, condition and/or specification; the evaluation, investigation, auditing and/or the rendering, of advice, recommendation, decision, approval, disapproval and the award and implementation of procurement contract. Not every listed entity may elect to participate in this bid once the responses are reviewed and approved.

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

**Applicable Law:** The laws of the state of the respective AEPA Member Agency shall govern any resulting contract of this bid. Suits pertaining to this contract may be brought only in courts in the County and State as prescribed by the AEPA Member Agency. Both parties agree that the Uniform Commercial Code, as adopted by the State of the AEPA Member Agency, shall fully apply. The Vendor Partner shall comply with any and all laws, whether local, state, federal or otherwise, applicable to any aspect of the work to be performed in relation to the resulting contract. It shall be 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 reserves the right to approve and award a contract to one Bidder, to make multiple approvals and awards, to reject any or all bids in whole or in part, to waive any minor formalities or irregularities in any bids, and to accept bids, which in its discretion and according to law may be in the best interest of the AEPA Member Agencies and their Participating Entities. A response to this solicitation is an offer to contract with the AEPA Member Agencies based upon the terms, conditions, and scope of work and specifications contained in this invitation. A solicitation does not become a contract unless and until it is accepted, 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 Bid and Contract Award Form (see Form B) document, eliminating the need for a formal signing of a separate contract.

**Assignment:** No right or interest in this contract shall be assigned or transferred by the Vendor Partner without prior written permission by AEPA and its AEPA Member Agencies, and no delegation of any duty of the Vendor Partner shall be made without prior written permission by the AEPA Member Agency. AEPA and its AEPA Member Agencies shall not unreasonably withhold approval and shall notify the 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.

**Bid Opening:** Bids shall be opened in the manner designated in this document. The name of each Bidder shall be posted to Public Purchase and the AEPA website.

**Bid Security:** For specific categories, there are AEPA Member Agencies that require that respondents to a bid submit a form of bid security executed by a surety company authorized to do business in the state of Nevada and said surety



to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC or nationally recognized financial institution. The requirement for a bid security will be specified in Part B of the IFB. The bid security shall remain in force for a period of One Hundred Twenty (120) days of bid opening. Bid Security must accompany the Vendor Partner's bid response when submitted and uploaded with other bid documents to Public Purchase. If applicable, a hard copy of the bid security must be in the actual possession of AEPA at Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328, on or prior to the exact due date and time mentioned in this bid. If the Bidder fails to submit the bid security, its response will be deemed non-responsive.

### **Bidder/Vendor Partner Definitions**

**Bidder, 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.

- 1. Prospective Bidder:** has notified AEPA of a desire to bid by registering on the AEPA website. "Bidder" has submitted a bid to AEPA in response to an Invitation for Bid (IFB).
- 2. Recommended Bidder:** 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.

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

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

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

**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 convenience, enjoyment and ease of perusal only and in no way define, limit or describe the scope or intent of the request.

**Certification:** By signature in the bid section of the Contract Award page, the Bidder certifies: the submission of the bid did not involve collusion or other anti-competitive practices; the Bidder shall not discriminate against any employee, or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246); the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted bid; and the Bidder agrees to promote and offer to AEPA Member Agencies and Participating Entities only those materials and/or services as stated in and allowed under resultant contract(s) awarded.

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

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

**Commercially Available Catalog:** A published paper catalog or an online website that is widely distributed or accessible. It is made available to the general public or schools 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.

**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 shall 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 pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; shaft, tunnel or other mining appurtenance; electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations. Construction shall also include: leveling or clearing land; excavating earth; drilling wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.

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

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

1. AEPA and its AEPA Member Agencies reserves the right to accept or reject the Bidder's response if it is determined it does not comply with the above based on their knowledge, investigation, review and findings of Bidders' submitted prices.
2. In the event the Vendor Partner offers lower prices to another customer or cooperative, AEPA and its AEPA Member Agencies shall 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 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 Bid Preparation:** Neither AEPA nor any AEPA Member Agency shall reimburse the cost of developing, presenting or providing any response to this solicitation.

**Credit Hold:** The Bidder must agree not to place the AEPA Member Agency and/or its Participating Entity on "credit hold" without 10-days advanced notice in writing, either by letter, facsimile or email to the AEPA Member Agency and the Participating Entity. [The AEPA Member Agencies believes it is better for the 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 B Specifications for each bid category, unless otherwise stipulated in writing and accepted by all parties (Buyer placing order and Vendor Partner). The Vendor Partner agrees to notify 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:** shall not pass to the Buyer purchasing the material or services until it actually receives the material or service at the point of delivery and they have been accepted, unless otherwise provided within this document or individual project's contract.
3. **Ownership of products and services:** happens only after receipt and acceptance of delivery by the Buyer. The Buyer will be the determining judge of whether materials and services delivered under the purchase order/contract satisfy the specifications and requirements as identified in the contract/order.
4. **Fungible Goods:** Title to an undivided share or quantity of an identified mass of fungible goods will not pass to a Buyer until a separation of the purchased share has been made, delivered and received.
5. **Shipping Terms:** See Part B Specifications to determine how the shipping and handling costs are to be addressed; this varies based on the specific bid category. Vendor Partner shall retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges shall be the responsibility of the Vendor Partner. Shipping shall be F.O.B. destination. The Vendor Partner shall 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 shall assist the freight company/Vendor Partner in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.
  - a. **Shipping Costs:** Products may be shipped without additional cost. If shipping is allowed per Part B Specifications and charged, the actual cost of delivery may be added to an invoice. No COD orders will be accepted.
  - 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 Partner ships a product that was not ordered, it is the responsibility of the Vendor Partner to pay for return mail or shipment.
6. **Stored Materials:** 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 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 property of Buyer and be separated from other materials. Buyer must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Buyer, it shall be Vendor Partner's responsibility to protect all materials and equipment. Vendor Partner warrants and guarantees that title for all work, materials and equipment shall pass to Buyer upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.
7. **Improper delivery:** Unless contrary to other parts of this solicitation, if the goods, services or tender of delivery fail in any respect to conform and adhere to the terms, conditions, specifications of the resulting contract based on this solicitation and/or the individual Buyer's contract/order. The Buyer may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.
8. **Defective Goods:** 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) shall be liable for and shall pay to the Buyer, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is determined by Buyer to be complete and/or delivered. Liquidated damages will be determined on a project-by-project basis.
10. **No Replacement of Defective Tender:** Every tender of materials must fully comply with all provisions of this contract. If tender is made which does not fully conform, this shall constitute a breach and Vendor Partner shall not have the right to substitute a conforming tender without written consent of all parties involved.
11. **Default in One Installment to Constitute Total Breach:** Vendor Partner shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. The AEPA Member Agency reserves the right to declare a breach of contract if the 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 that have been delivered to the Buyer's site in accordance with the order/contract. Restocking fees in excess of 15% will not be allowed. Restocking fees may be waived, at the option of the 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 Bidder's proposal may result in rendering of the response non-responsive. AEPA and its AEPA Member Agencies reserve the right to determine whether the deviation or exception does or does not serve the interest of or is not advantageous or acceptable to AEPA, its AEPA Member Agencies or Participating Entities.

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

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

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

**Experience, Proven Track Record and Past Performance Information:** has been determined by AEPA and its AEPA Member Agencies to be a major factor in considering if a Bidder possesses the ability, capacity and resources to acquire, manufacture, deliver, construct, install, services and support all of the procurement functions and activities involved in a national contract of this nature. AEPA and its AEPA Member Agencies reserves the right to accept or reject an offer, if in its judgment, the Bidder failed to demonstrate the following: 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 B: Specifications; and has provided relevant information regarding its actions under previously awarded contracts to schools, local, state, or federal agencies. It includes the Bidder's record of conforming to specifications and to standards of good workmanship; the Bidder's record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; the Bidder's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Bidder's businesslike concern for the interests of the customer.

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

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

**Federal Requirements:** 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. 327 et seq.) and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulation (29 CFR part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor regulations (41 CFR Part 60)). In such projects, the Vendor Partner agrees to post wage rates at the work site and submit a copy of their payroll to the AEPA Member Agency for their files. In addition, to comply with the Copeland

Act, the 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 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, Bidder must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed 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 shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. Seq.); and, Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities

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

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

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

**Indemnification:** 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 shall be installed in accordance with the manufacturer's instructions, specifications, in accordance with any federal,

state, local rules, regulations, codes and the schedule determined by the AEPA Member Agency and/or Participating Entity.

**Insurance:** Prior to executing a contract with the AEPA Member Agency or a Participating Entity under this solicitation, if required, the Vendor Partner shall procure, maintain and provide certification from insurer(s) for minimal coverage during the life of any resulting contract/agreement, to include but not limited to comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment and other insurance coverage required by and applicable to each AEPA Member Agency state's statutes and federal laws in which proposed products and services will be offered and provided. Evidence of the required insurance for each of those AEPA Member Agencies' state, who indicated an interest to participate in this solicitation, identified in Part B: Specifications by providing written evidence and/or documentation from your insurer(s) indicating your firm has in place the type and amount of coverage required by each of the states. The Bidder has the sole responsibility to conduct and perform the necessary research to make themselves aware of and to understand each states requirements.

1. **Certificate of Insurance:** The Vendor Partner shall provide, as required, a certificate of insurance for commercial liability insurance naming the AEPA Member Agency and or its Participating Entity as the certificate holder (co-insurer). All insurance policies are to be executed by an insurance company authorized to do business in those AEPA Member Agency's states participating in this solicitation.
2. **Subcontractor's Insurance:** Prior to commencing any work, any Subcontractor shall procure and maintain, at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime Vendor Partner. All Subcontractors shall hold the appropriate type and amount of insurance coverage required by the AEPA Member Agency state in which the work is being done and will provide insurance, which waives all subrogation rights against the prime 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 shall be held invalid or unenforceable, the remainder of this solicitation and any resulting contract shall not be affected and shall be valid and enforceable.

**Late Bids:** Late bids will not be accepted. All bids must be submitted online via Public Purchase by the due date and time of this IFB.

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

**Licenses and Registration:** Each state and local jurisdictions in which a transaction may occur may require various types of licenses and/or registrations (business, construction 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 Bidder'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 Bidder/Vendor Partner to ensure that any Subcontractors performing under this bid hold and maintain the appropriate licenses/registrations. The Bidder will submit copies of licenses, registration and/or other documentation to substantiate they hold the appropriate licenses/registration required by individual jurisdictions covered by this solicitation.

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

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

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

**Modification by Buyer:** Vendor Partner shall have no obligation with respect to any patent and copyright infringement claim based upon Buyer's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by 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. In order to assure that any issued contract will allow these entities to fulfill current and future needs and requirements, AEPA and its AEPA Member Agencies reserve the right at its discretion to approve and/or award one contract, multiple contracts or no contracts. The actual use of any contract will be at the sole discretion of the AEPA Member Agency or the Participating Entity.

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

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

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

**Novation:** If the original 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. Buyer will prepare and issue a purchase order to the Vendor Partner based on the product catalog, pricelist 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). Vendor Partner shall 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, pricelist 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. Vendor Partner shall provide the transaction and volume reporting as stipulated on a quarterly basis in the AEPA report format.
3. **Electronic Ordering (Optional by AEPA Member Agency):**
  - a. When a Vendor Partner based online ordering system is available, the following functionality is preferred:
  - b. Electronic ordering systems shall be secure and password protected. Entering the system with the designated password shall automatically send the user to AEPA contract pricing.
  - c. When the Buyer requires purchase orders, electronic ordering system shall require entry of a purchase order number, credit card or purchasing card prior to accepting an order.
  - d. Electronic ordering systems shall block excluded items not covered by the AEPA contract from any order.
  - e. Electronic ordering systems shall automatically assign correct contract prices to applicable orders.
  - f. Electronic ordering systems that list catalog price and AEPA discounted price.
  - g. Electronic ordering systems shall track orders and purchases covered by the AEPA contract for reporting and audit purposes. Vendor Partner shall provide the transaction and volume reporting in the AEPA format.
  - h. Electronic ordering systems' pricing shall include the AEPA Member Agencies administrative fee required by the AEPA Member Agencies.
  - i. Electronic ordering systems that allow AEPA Member Agencies to print an archived (historical) copy of a Buyer's order.

**Order of Precedence:** In the event a conflict occurs the following order of precedence shall 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 Non- Profit Non-Public Corporations, Organizations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

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

**Piggy Back 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.

**Pricing:** Within Part B: Bid Specifications and in the required forms, AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid 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, etc. The Bidder must provide their pricing as requested utilizing the various pricing methodologies specified. **The Bidder/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 relate to pricing:

1. **Primary Pricing Strategies:** All Bidders 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 as defined in Part B, bid specifications. Bidders are also encouraged to offer OPTIONAL pricing strategies including "Hot List" 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 Bidder offers a fixed discount(s) off 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 Bidder.
    - a. **Discounts:** Discount offers must clearly identify percent of discount to apply to a commercially available catalog, manufacturer, MSRP, retail or nationally published price lists. Bidders shall identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers and/or categories of

products. Bidder shall agree that there will be no reduction in discount(s) during the term of the contract.

- b. **New Catalogs/Price Changes:** New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and shall be submitted to the AEPA Contract Oversight Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer's price changes, new published pricing or price lists, but the original discount bid shall remain firm for the duration of the contract.
  - c. **Core List:** In a Catalog Priced bid, 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 is published during the contract term, the original discounts shall be applied to the new published prices to establish the AEPA price for these core items.
  - d. **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 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.
- a. **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.
  - b. **Routine Price Adjustments (Without Economic Price Adjustment):** Vendors may request adjustments to the prices twice a year at the time of renewal at the AEPA Spring and Winter meetings. Vendor Partner's must submit a fully documented written request to the AEPA Contract Oversight Committee thirty (30) days prior to the AEPA meeting. 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 Member Agencies.
  - c. **Unpredictable Economic Price Adjustment:** If economic price adjustment contingencies occur, Vendor Partner may submit a fully documented request (manufacturer's letter, indexes, etc.) for price adjustment to AEPA Contract Oversight Committee for review and approval by the committee and the AEPA Member Agencies. 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 thirty (30) days after approval and acceptance.
  - d. **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 Bid Oversight Committee and AEPA Membership. Requests should be submitted to the AEPA Contract Oversight Committee thirty (30) days prior to the AEPA Winter or Spring meeting.

- c. **Automated System for Pricing (ASP):** The method consisting of an ASP and/or software application (RSMMeans, 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.
- d. **RSMMeans (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 RSMMeans 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 RSMMeans must use RSMMeans format, even if subcontractors are used.
  - iii. An RSMMeans spreadsheet must be submitted to substantiate the quote given to the AEPA Member Agency. The spreadsheet columns must reveal the full RSMMeans 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 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 RSMMeans spreadsheet. This information can be shown on a separate summary sheet. The summary sheet must start with the RSMMeans 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 RSMMeans must be supported by an RSMMeans 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 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 the 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.

2. **Secondary Pricing Methods (Catalog Bids only, see Part B for category designation):** Bidders are required to offer Customized Price Lists (Catalog Bids ONLY) and encouraged to offer Hot Lists and Volume Discounts as follows:
- a. **Customized Price List:** Bidders are required to offer customized price lists to Participating Entities for items within the Bidder's Commercially Available Catalog for Catalog Bids ONLY (not pertinent to Line Item Bids). Customized price lists shall be allowed under the following conditions:
    - i. Up to 100 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 shall 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. **Hot List Pricing:** Bidders are invited, at their option, to offer a selection of products/services, defined as a Hot List, at greater discounts than those listed in the standard catalog or core list discounts. Special, time-limited reductions are permissible under the following conditions: The price reduction is available to all AEPA Member Agencies equally. The price reduction is for a specific time period, no less than thirty (30) days. May be used to discount and liquidate close-out and discontinued products/services as long as those items are clearly labeled as such. The original price for products/services is not exceeded after the time limit. The AEPA Oversight Committee and all AEPA Member Agencies shall be notified of any special or time limited price reduction. New prices must be on record fifteen (15) days prior to any offer of the new prices being proposed or offered to AEPA Member Agencies and Participating Entities. Pricing for all Hot List items must be updated on the Vendor Partner's online catalog and submitted to all AEPA Member Agencies in an electronic format that can be posted to websites, emailed and shared with Participating Entities/Buyers.
  - c. **Volume Price Discounts:** Bidders 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 shall 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.

**Prime Vendor Partner:** For the purpose of this bid, 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 Bidder/Vendor Partner's must make themselves aware of and comply with all federal, state, and local statutes and regulations.

### **Products and Services**

1. **Product Line:** If applicable, contracts will be awarded to Bidders able to provide their complete product line(s) of commodities, supplies, equipment, software and services that meets the scope of work and specifications of this solicitation. Bidders with a published, priced catalog may submit their entire catalog; AEPA reserves the right to select or reject products within the catalog for recommendation without having to award all the contents.
2. **Serial Numbers:** Bids must be for equipment on which the original manufacturer's serial number has not been altered in any way.
3. **Current Products:** All bids shall be for commodities, supplies, equipment, supplies and software in current production; meet or exceed commercial and industry standards; and marketed and provided nationally to the general public and/or educational/governmental agencies.
4. **Construction Products and/or Services:** are associated with building, erecting, altering, repairing, installing or demolishing in the ordinary course of business any: (1) road, highway, bridge, parking area or related project; (2) building, stadium or other structure; (3) airport, subway or similar facility; (4) park, trail, athletic field, golf course or similar facility; (5) dam, reservoir, canal, ditch or similar facility; (6) sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; (7) radio, television or other tower; (8) shaft, tunnel or other mining appurtenance; (9) electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; (10) air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations; (11) leveling or clearing land; (12) excavating earth; (13) drilling, wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.
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:** Bidder can include various peripheral products, equipment, accessories, services, deliverables and related items that are associated with and function with the primary offering. Optional equipment or products may be added to the contract during the term of the contract. AEPA reserves the right to accept or reject such offerings under the following conditions: 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 bids are to include a complete set of the manufacturer's descriptive literature regarding the commodities, supplies, materials, equipment and software offered. Brand names, trade names and/or catalog numbers used in the solicitation will be intended to describe and identify the type, level and quality of products, equipment and software being requested.
9. **Discontinued Products:** If a product or model is discontinued by the manufacturer, 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 Bidder to satisfy a requirement for a commodity, supply, material, equipment, software, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard; by specifying a manufacturer's brand and model. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily and/or meeting the actual needs of the procurement. When a brand name product is specified and is only available for a single source, Bidders are

encouraged to offer alternative products which they believe to adhere to and comply materially, functionally and operationally equal to or better than the brand name product specified. Any Bidder believing a specification is unnecessarily restrictive, shall indicate such in the form of a question during the solicitation process and prior to bid due date. The fact that a manufacturer or supplier chooses not to produce or supply the commodity, supply, material, equipment, software or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. If the Bidder deviates from these specifications, reasons must be stated for such deviation and state why, in their opinion, the commodity, supply, material, equipment, software or services they bid will render equivalent reliability, coverage, performance and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire bid.

11. **Quality:** Unless otherwise modified elsewhere in this solicitation, Vendor Partner warrants the commodities, supplies, materials, equipment, and services delivered as stipulated in the Buyer's purchase order/contract, shall be: of a 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 | Price Lists:** Bidders shall 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 bid response. Throughout the term of the contract, Vendor Partner(s) shall 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 Bidder who is aggrieved in connection with this procurement, can file a protest in accordance with (1) AEPA's Solicitation Document; (2) AEPA's Policies and Procedures; and (3) AEPA Member Agency's State Procurement Code and Board Policies. Venue for any and all legal actions regarding or arising out of the transactions covered herein shall be solely in the court of jurisdiction located in the state and county of the AEPA Member Agency and will govern any resulting transactions.

1. **Procurement Phases:** AEPA's solicitation process is broken down into three (3) phases. Any Bidder who is aggrieved in connection with any of the three (3) procurement/solicitation phases listed below and/or any functions or activities associated with each shall file their protest with the AEPA representative indicated below.
  - a. **Bid Due Date:** The preparation and contents of the solicitation, its terms, conditions and specifications, the notification, distribution of solicitation documents and addendums (date published through the bid due date and time).
  - b. **AEPA Approval:** The receiving, opening, recording, evaluating, recommending and approving Bidders to be considered for AEPA approval and/or actions relating to contract renewal and extension. (Date received and opened through date of individual contract award and future renewals).
  - c. **Contract Award:** The awarding, implementing and administering of resulting contracts and the disclosure of confidential data. (Date individual contracts awarded by AEPA Member Agencies or 120 days from AEPA approval).

2. **Protest contents:** Protests shall be in writing and must be filed with the appropriate AEPA represented below. A protest must include:
  - a. The name, address and telephone number of the protester;
  - b. The original signature of the protester or its representative;
  - c. Identification of the procurement function and/or contract activity with the solicitation or the contract number;
  - d. A detailed statement of the factual grounds or legal basis for the protest;
  - e. Supporting exhibits, evidence or documents to substantiate any claim unless not available within the filing time, in which case, the expected availability date shall be indicated; and
  - f. The form of relief requested.
3. **Protest Submittal:** Protester shall submit the bid protest in accordance with the requirements of the above three (3) procurement functions immediately or within ten days of the date the protester knows or should have known the basis of the protest per the following:
  - a. **Bid Due Date:** Knows or should have known the basis of the protest upon the bid due date or 10 days after the bid due date, send protest to Bid Question Coordinator ([aepa-bids@googlegroups.org](mailto:aepa-bids@googlegroups.org)).
  - b. **AEPA Approval:** Knows or should have known the basis of the protest upon notification from AEPA of the bid category approval, send protest to AEPA President ([aepa-president@googlegroups.org](mailto:aepa-president@googlegroups.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 protest to Individual AEPA Member Agency; see AEPA Member Agency information sheet.
4. **Protest Resolution:** Protest shall be resolved, in accordance with AEPA's Board Policies, Procedures and/or the appropriate state statutes where the AEPA Member resides. It is the intent of AEPA that all bid protest decisions from the point a bid has been published through contract approval or rejection, will be resolved by AEPA. Bid protests concerning contract award by AEPA Member Agencies will be resolved by the respective AEPA Member Agency.
5. **Protest Costs:** The losing party to the protest shall be responsible for the reasonable and justifiable costs of the protest. The protest costs shall be based on the costs and expenses incurred by the AEPA and its Member Agencies, including but not limited to staff salaries, attorneys' fees, hearing, reproduction, transcription and travel costs.

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

**Public Purchase:** An easy-to-use platform that provides Bidders 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.

**Public Record:** All bids submitted to this invitation shall become the property of the AEPA and will become a matter of public record, available for review, subsequent to the bid due date. Bids may be viewed, by appointment only, at the Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328, under the supervision of the AEPA Executive Director or his designee, from 8:30 a.m. to 3:30 p.m., Monday through Friday. Within fifteen days, the Bid Receipt Summary Report will be posted to Public Purchase and the AEPA website ([www.aepacoop.org](http://www.aepacoop.org)).

**Questions:** Inquiries and questions related to this solicitation, must be submitted online in Public Purchase per IFB and be submitted as follows:



1. From the time the solicitation is published until the deadline for questions for Bidders, questions should be submitted online via Public Purchase.
2. From the time bids are opened but prior to the approval of the contract by AEPA, questions should be submitted to [aeпа-bids@googlegroups.org](mailto:aeпа-bids@googlegroups.org).
3. After notification of AEPA contract approval, questions should be submitted via email to [aeпа-president@googlegroups.org](mailto:aeпа-president@googlegroups.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.

All other inquiries and questions should be addressed and submitted to the AEPA President by email at [aeпа-president@googlegroups.org](mailto:aeпа-president@googlegroups.org).

**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 a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

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

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

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

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

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

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

**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 shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor Partner shall survive expiration or termination of the Contract.

**Suspension or Debarment Status:** If within the past five (5) years, any Bidder has been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state or local

government, the Bidder must include a letter with its response or bid setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to not disclose in the letter all the pertinent information may result in the cancellation of any resulting contract. By signing the bid section, the Bidder certifies that no current suspension or debarment exists.

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

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

**Term of Contract and Extensions:** The initial term of the contract shall be for up to fifteen (15) months and will commence on the date as indicated by each Participating Member Agency on the Acceptance of Bid and Contract Award (Form B). The contract shall continue in accordance with the dates stipulated in the Bid and Timeline schedule located in Part A of this bid unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three additional 12-month periods, ending on the last day of ebruary. 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, a Member Agency reserves the right to offer month-by-month extensions 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 desires 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 shall be effective when the parties to this contract receive written notice from the AEPA Member Agency unless the notice specifies a later time. Cancellation by one AEPA Member Agency does not require other Agencies to cancel their contracts.

**Termination for Convenience:** AEPA Member Agency reserves the right to immediately terminate this contract, without penalty or recourse, in whole or in part, if the AEPA Member Agency determines that termination is in the best interest of Participating Entities. The Vendor Partner, after receipt of a "Notice of Termination," shall not accept any new orders after the termination date specified in the notice. Any termination shall have no effect on projects that are in progress at the time the cancellation is received by the AEPA Member Agency. Vendor Partner shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed and materials accepted before the effective date of the cancellation. The 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 IFB 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 bid). Any termination shall have no effect on projects that are in progress at the time the cancellation is received by the AEPA Member Agency.

**Termination for Default:** If either party is in default under this contract, it shall have an opportunity to cure the default within the time indicated (ten business days in most states) after it is given written notice of default by the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have ten business days to provide a satisfactory response to the AEPA Member Agency. Failure on the part of the

defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder. The AEPA Member Agency reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the 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 shall not be liable to the Vendor Partner for any amount for supplies or services not accepted, and the Vendor Partner shall be liable to the AEPA Member Agency or any Participating Entity for any and all rights and remedies provided by law. If it is determined that the AEPA Member Agency improperly terminated this contract for default, such termination shall be deemed a termination for convenience. The AEPA Member Agency will issue written notice to the 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;
2. The Vendor Partner fails to extend lower pricing that has been offered to another customer or cooperative that have equal or lesser volume.
3. The Vendor Partner fails to observe any of the terms and conditions of the contract;
4. 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 bid and executed in accordance with resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of court order, or because of insufficient appropriations made available to the Buyer's governing board and/or its State Legislature. Such termination will be effected by sending fifteen (15) days written notice to the Vendor Partner. The Buyer's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Vendor Partner and shall be final.

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

**Trade-in Equipment:** Equipment for trade-in shall be dismantled by the 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 shall be the same as when the original agreement was made, except as affected by normal wear and tear from use between the time of the bid and the trade-in. Values placed on trade-in products are between the Buyer purchasing the new unit and the Vendor Partner.

**Type of Bids:** Due to the various types, kinds and levels of products and services solicited by AEPA in its IFBs; 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/bids, AEPA has established the following two types of bids.

1. **Catalog Bid:** A catalog bid is utilized when the products and /or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The 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 Bid:** 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 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.

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

**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 shall 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 shall conform to the specifications of this contract. All items should carry a warranty equal to the intended life cycle or a minimum 12-month manufacturer's warranty that includes parts and labor unless otherwise specified and agreed to. The manufacturer has the primary responsibility to honor a manufacturer's warranty; a distributor or dealer agrees to assist the purchaser reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the Buyer. For example, if a voice board has a three-year warranty, but the board is in a turnkey system that has a one-year warranty, the voice board's three-year warranty must be honored by the manufacturer and the 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.



# Invitation for bid AEPA IFB #018.5-C Athletic Equipment and Supplies

## Part B – Specifications *NO BID SECURITY REQUIRED*

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#### 1. Scope of Bid

AEPA is seeking to partner with Manufacturers, Distributors and Dealers who are qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment to all participating member states (up to 26) necessary to:

- a. Provide membership with highly discounted pricing on athletic equipment and supplies of all types.
- b. Provide a program which covers a comprehensive selection of athletic equipment, including but not limited to the list below.

Examples of the athletic and sports field equipment and related products suggested for proposal through this IFB process include, but are not limited to, the following:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>a. Archery:</li> <li>b. Baseball &amp; Softball</li> <li>c. Basketball</li> <li>d. Field &amp; Ice Hockey</li> <li>e. Field &amp; Track</li> <li>f. Football</li> <li>g. Golf</li> <li>h. Gymnastics</li> </ul> | <ul style="list-style-type: none"> <li>i. Martial Arts</li> <li>j. Physical Education</li> <li>k. Soccer</li> <li>l. Swimming &amp; Pool</li> <li>m. Tennis</li> <li>n. Volleyball</li> <li>o. Wrestling</li> </ul> |
|--|---|

The table below provides the names of equipment suppliers which AEPA desires to see included in proposals. This list is not all inclusive, but merely represents a portion of the equipment suppliers available within the market.

|                     |                            |
|---------------------|----------------------------|
| Akadema             | Worth                      |
| ALL-STAR            | Adams USA                  |
| Atec                | Adidas                     |
| Champro             | Athletic Specialties, Inc. |
| Dbat                | BIKE                       |
| Diamond             | Champion                   |
| Easton              | Cramer                     |
| JKP Sports          | Don Alleson                |
| Louisville          | Douglas                    |
| Mizuno              | Flag-A-Tag                 |
| Palmgard            | Flag football supplies.    |
| Rawlings            | Jugs                       |
| Schutt              | Majestic                   |
| SSK                 | NIKE                       |
| Underarmour         | Neumann                    |
| Wilson              | Rawlings                   |
| Riddell             | Reebok                     |
| Rogers              | Tanita                     |
| Connor Sport Courts | AAI                        |
| Competitor          | Gill Athletics             |
| Penn Moto           | Kap7                       |
| Spalding            | Spec Seats Inc             |
| VPI Sports          | STX                        |
| WSI Sports          | Titlest                    |
| Reslite             | TaylorMade                 |
| Molten              | Sports Imports             |
| Bison               | Head                       |
| Brine               | Jaypro                     |
| Dudley              | Mikasa                     |
| Gared               | Nautilus                   |
| Samson Equipment    |                            |

## 2. Type of Bid

This IFB is considered a catalog bid – no bid security required.

| YES | NO | TYPE OF BID   |
|-----|----|---|
| √   |    | <p><b>CATALOG:</b> 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.</p> |

### 3. Anticipated AEPA Member Agency Participation

| State         | Participate?<br>Yes/No/<br>Undecided | Other States Member<br>Sells In | Est. 1 <sup>st</sup> Year Purchase<br>Volume | % Growth for<br>Year 2-4 |
|---------------|--------------------------------------|---------------------------------|--|--------------------------|
| California    | Yes                                  | AZ,NV                           | \$250,000                                    | 3%                       |
| Colorado      | Yes                                  |                                 | \$10,000                                     | 1%                       |
| Connecticut   | Yes                                  | MA,ME,NH, NY, RI,VT             | \$20,000                                     | 10%                      |
| Florida       | Yes                                  | AL,GA                           | \$10,000                                     | 5%                       |
| Indiana       | Yes                                  |                                 | \$68,000                                     | 2%                       |
| Iowa          | Yes                                  | IL,SD                           | \$25,000                                     | 5%                       |
| Kansas        | Yes                                  | OK                              | \$250,000                                    | 5%                       |
| Kentucky      | Yes                                  | AL,GA,LA,MS, NC,SC,TN,WV        | \$100,000                                    | 5%                       |
| Massachusetts | Yes                                  |                                 | \$5,000                                      | 5%                       |
| Michigan      | Yes                                  |                                 | \$50,000                                     | 2%                       |
| Minnesota     | Yes                                  | SD                              | \$50,000                                     | 3%                       |
| Missouri      | Yes                                  | AR,IL,LA,SD                     | \$150,000                                    | 3%                       |
| Montana       | Yes                                  | ID                              | \$30,000                                     | 5%                       |
| Nebraska      | Yes                                  |                                 | \$20,000                                     | 2%                       |
| New Jersey    | Yes                                  |                                 | \$200,000                                    | 5%                       |
| New Mexico    | Yes                                  |                                 | \$750,000                                    | 2%                       |
| North Dakota  | Yes                                  |                                 | \$20,000                                     | 3%                       |
| Ohio          | Yes                                  |                                 | \$200,000                                    | 2%                       |
| Oregon        | Yes                                  |                                 | \$10,000                                     | 10%                      |
| Pennsylvania  | Yes                                  | DE,HA, MD,NY,                   | \$10,000                                     | 10%                      |
| Texas         | Yes                                  |                                 | \$100,000                                    | 20%                      |
| Virginia      | Yes                                  |                                 | \$200,000                                    | 10%                      |
| Washington    | No                                   | AK,ID                           | \$0  | 0                        |
| West Virginia | Yes                                  |                                 | \$50,000                                     | 10%                      |
| Wisconsin     | Yes                                  |                                 | \$100,000                                    | 5%                       |
| Wyoming       | Yes                                  | SD,UT                           | \$30,000                                     | 5%                       |
| <b>Total</b>  | <b>24</b>                            |                                 | <b>\$2,708,000</b>                           |                          |

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.

The above information relating to the estimated/projected volume for the first year for this solicitation is provided based on submittals from its members. AEPA Member Agencies anticipate that purchase volumes will increase in 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.

### 4. 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.

4.1 IAAF – International Association of Athletics Federations, <https://www.iaaf.org/home>

- 4.2 NCAA – National Collegiate Athletic Association, <http://www.ncaa.org/>
- 4.3 NFSHS – National Federation of State High School Associations, <https://www.nfhs.org/>
- 4.4 ASTM - American Society for Testing & Materials International standards and testing, <http://www.astmnewsroom.org/>
- 4.5 NOCSAE – National Operating Committee on Standards for Athletic Equipment, <http://nocsae.org/>

**5. Special Terms and Conditions**

- 5.1 The Vendor Partner will warranty all parts and materials for at least 90 days from date of purchase or manufactures’ warranty, whichever is longer.
- 5.2 Vendor Partner will endeavor to supply products that are made in the United States of America.

**6. Standard Specifications**

| Item | Description   |
|------|---|
| 6.1  | The Vendor Partner will have access to a full inventory of the awarded product line.  |
| 6.2  | The Vendor Partner shall maintain a minimum monthly overall average fill rate of 95% or above. Line items that are reordered, backordered, or partially filled are not considered filled line items when calculating this service level.  |
| 6.3  | Orders must be shipped within 48 hours after receipt of an order 90% of the time. The Vendor Partner will notify the Buyer if product ordered cannot be shipped within this time to provide the opportunity to secure product elsewhere.  |
| 6.4  | Vendor Partners must be a manufacturer’s authorized sales and service dealer for all proposed equipment/software. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for resell directly from the manufacturer(s) or the manufacturer’s approved channels. Products that result from new authorized sales and service dealer arrangements between the Vendor Partner and the manufacturer during the term of this contract may be added and offered through the AEPA contract. |
| 6.5  | All charges and components necessary for performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request.  |
| 6.6  | If the Vendor Partner 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 Vendor Partner must identify all providers and all associated costs with these providers.  |
| 6.7  | Optional services must be identified separately, and must include clear descriptions of proposed services.  |
| 6.8  | Vendor Partners must provide a product or mix of products in a manner that will allow Buyers to migrate to emerging technologies/services and between legacy technologies with no penalty charge associated with maintaining the most appropriate selections of goods and services throughout the life of the contract.   |
| 6.9  | Vendor Partners must be able to supply paper catalogs where requested. The catalog shall have a cover label indicating that the catalog’s contents are available through the participating Member Agency and the AEPA contract. The label shall identify the agency’s contract number, discount level(s) and any special ordering instructions.   |
| 6.10 | Packing slips shall accompany all deliveries and shall contain Buyer’s purchase order number, vendor name and name of article. Cartons shall be identified by purchase order number and vendor name.  |
| 6.11 | Orders not filled, and partials shall be indicated on the packing list. Vendor Partner shall inform member of anticipated availability date for unfilled and partial orders.  |
| 6.12 | All products sold by the Vendor Partner must be new. Only the newest versions of software and equipment will be bid. Older versions will only be sold, if specifically requested. Vendor Partner may offer reconditioned products as a Voluntary Alternate; such items shall be marketed and labeled as being reconditioned.  |
| 6.13 | Products that have a 30/60/90-day money back guarantee will be clearly identified in the catalog and on the web site (if applicable).   |
| 6.14 | Vendor Partner has the option to offer private label products. Vendor Partner shall maintain the same manufacturer specifications for private label products throughout the term of contract. Any   |



| Item | Description   |
|------|---|
|      | change of manufacturers for a private label shall result in offerings equal to or superior to the originally approved manufacturer at a price equal to or lower than the original offering.   |
| 6.15 | Vendor Partner must maintain a toll free technical support line open 8 a.m. Eastern Time zone until 5 p.m., Pacific Time zone, Monday through Friday. Calls must be answered by a live US technician.   |
| 6.16 | Vendor Partner must have a 24-hour toll-free order fax line.  |
| 6.17 | If the Vendor Partner makes an error in pricing (typographical or photographic error, for example), the Buyer reserves the right to return the product. The Vendor Partner agrees to pay for cost of any returned product due to a pricing error.   |
| 6.18 | Vendor Partner shall provide a Safety Data Sheet (SDS) for all items sold, if required. A separate sheet shall be provided for each individual item when purchase is made.  |
| 6.19 | Supply orders that are \$50.00 or more shall include free shipping, unless exceptions are noted. Vendor Partner shall bid a flat rate for all orders that are less than \$50.00 regardless of where to be shipped in the continental United States. |

## 7. Product | Category Specific Specifications

| Item  | Description   |
|-------|---|
| 7.1.1 | All products must meet, exceed or conform to applicable federal and state safety requirements and shall meet current IAAF, NCAA, NFSHS, ASTM and NOCSAE requirements as appropriate.  |
| 7.1.2 | The following products need to be certified to National Operating Committee on Standards for Athletic Equipment (NOCSAE) standards: <ul style="list-style-type: none"> <li>i. Headgear or helmets for baseball, softball, football, hockey, lacrosse, wrestling, martial arts and polo.</li> <li>ii. Soccer shin guards.</li> </ul> |
| 7.1.3 | If walk-in pickup is available, please provide list of branches, on Form C, including appropriate contact information. Walk-in pickup must accept both Purchase Orders and Purchasing Cards, and require AEPA contract number for auditing purposes.  |
| 7.1.4 | For those products that involve AEPA member artwork and logo, the Partner Vendor is to provide proofs, artwork and design layouts for team logos and numbering to be done on products sold. AEPA Member or Member's representative will approve, in writing, any proofs, artwork or design layouts before any project is to start.  |
| 7.1.5 | Vendor Partner must include its return policy to deal with the return of damaged or items ordered in error. The policy must address restocking fees and shipping charges.   |

## Equipment and Supply Categories

| Item   | Description   |
|--|---|
| <b>This table contains categories, with examples of athletic equipment and related products suggested for proposal through this IFB.</b> |   |
| 7.2.1  | Archery: High Density Foam Targets, Bows Compound & Solid, Arm Guards, Shooter Glove, Arrows Wood & Metal, Bow sights.  |
| 7.2.2  | Baseball & Softball: Balls, bats (wooden & metal), bases, gloves, helmets, protective wear, catching gloves.  |
| 7.2.3  | Basketball: Balls, Backboards, goal posts, standards, ball carts.   |
| 7.2.4  | Field & Ice Hockey: pucks, balls, sticks, goals, safety equipment, pads, helmets.   |
| 7.2.5  | Field & Track: Hurdles, high jump/pole vault pits, long and triple jump take-off systems; take-off boards; padding, crossbars, starting blocks, shot put, discus, discus rings, cages for discus, hammer, and shot put; shot put toe boards; shot put rings; removable track curbing; sand for long and triple jump pits, track hurdles, lane markers, batons, time clocks and timers, etc. |
| 7.2.6  | Football: Footballs, football helmets and face guards, chain sets, dummies, sleds, goal posts, padding, cages, training equipment, shoes.   |
| 7.2.7  | Golf: balls, clubs, bags, shoes, tees.  |
| 7.2.8  | Gymnastics: mats, rings, pommel horse, chalk, other apparatuses.  |
| 7.2.9  | Physical Education: hula hoops, cones, kickballs, dodgeballs, jump ropes.   |
| 7.2.10   | Soccer: Balls, Goals, netting, shelter, line marking, rebounders, training equipment, shin pad, shoes.  |
| 7.2.11   | Tennis: Carts, court numbers and score keepers, ball carts, netting, supplies, shade shelters, wind   |

| Item   | Description   |
|--------|---|
|        | sock, balls, tennis rackets (metal and wooden).   |
| 7.2.12 | Swimming & Pool: Diving boards, lane markers, pool activity supplies and accessories, swimwear, goggles, headgear.  |
| 7.2.13 | Volleyball: balls, floor plates, netting, standards, storage, manual scorekeepers, ball carts, judges stand, shoes.   |
| 7.2.14 | Weight Lifting Equipment to meet or exceed most current ASTM F2276 - 10(2015) Standard Specification for Fitness Equipment.   |
| 7.2.15 | Wrestling: Mats, mat rollers, practice circles, headgear, mouth guards, scales, portable scorekeepers, uniforms, apparel and shoes.   |
| 7.2.16 | Other: Other large equipment items for sports, fields, courts and activity areas: wall pads, matting, curtains, operable walls, accordion partitions, portable lockers, portable fencing. |

### ASTM Standards

If included in the bid, the following items must meet the stated ASTM standards.

| Item  | Description  |
|-------|--|
| 7.3.1 | <p>Archery Products must meet the following ASTM standards:</p> <p>F1352 - 08(2013) Standard Guide for Fixed Blade Broadhead Performance and Safety Standards</p> <p>F1363 - 07(2011) Standard Guide for Reduction of Risk of Injury for Archery Overdraws</p> <p>F1435 - 08(2013) Standard Specification for Designation of the Balance Point Location for Archery Arrows</p> <p>F1436 - 11 Standard Guide for Center Serving Diameter Dimensions for Archery Bow Strings</p> <p>F1544 - 11 Standard Specification for Determining the Rating Velocities of a Compound Archery Bow</p> <p>F1648 - 95(2013) Standard Test Methods for Archery Bowstring Component—Serving String Material</p> <p>F1752 - 96(2014) Standard Test Method for Archery Bow Component—Cord Material</p> <p>F1753 - 96(2014) Standard Specification for Classification and Marking of Single-Lens Scopes for Use with Archery Bows</p> <p>F1832 - 07(2011) Standard Test Method for Determining the Force-Draw and Let-Down Curves for Archery Bows</p> <p>F1880 - 09(2013) Standard Test Method for the Determination of Percent of Let-Off for Archery Bows</p> <p>F1889 - 05(2014) Standard Guide for Straightness Measurement of Arrow Shafts</p> <p>F2031 - 05(2014) Standard Test Method for Measurement of Arrow Shaft Static Spine (Stiffness)</p> |
| 7.3.2 | <p>Baseball and Softball Equipment must meet the following ASTM standards:</p> <p>F1887 - 14 Standard Test Method for Measuring the Coefficient of Restitution (COR) of Baseballs and Softballs</p> <p>F1888 - 09(2016) Standard Test Method for Compression-Displacement of Baseballs and Softballs</p> <p>F1890 - 11 Standard Test Method for Measuring Softball Bat Performance Factor</p> <p>F2219 - 14 Standard Test Methods for Measuring High-Speed Bat Performance</p> <p>F2398 - 11(2015) Standard Test Method for Measuring Moment of Inertia and Center of Percussion of a Baseball or Softball Bat</p> <p>F2844 - 11(2016) Standard Test Method for Displacement Compression of Softball and Baseball Bat Barrels</p> <p>F2845 - 14 Standard Test Method for Measuring the Dynamic Stiffness (DS) and Cylindrical Coefficient of Restitution (CCOR) of Baseballs and Softballs</p>   |
| 7.3.3 | <p>Fitness Products must meet the following ASTM standards:</p> <p>F1250 - 13 Standard Specification for Stationary Upright and Recumbent Exercise Bicycles and Upper Body Ergometers</p> <p>F1749 - 15 Standard Specification for Fitness Equipment and Fitness Facility Safety Signage and Labels</p> <p>F2106 - 12 Standard Test Methods for Evaluating Design and Performance Characteristics of Motorized Treadmills</p> <p>F2115 - 12 Standard Specification for Motorized Treadmills</p> <p>F2216 - 12 Standard Specification for Selectorized Strength Equipment</p> <p>F2276 - 10(2015) Standard Specification for Fitness Equipment</p> <p>F2277 - 12 Standard Test Methods for Evaluating Design and Performance Characteristics of Selectorized Strength Equipment</p> <p>F2571 - 15 Standard Test Methods for Evaluating Design and Performance Characteristics of Fitness Equipment</p> <p>F2810 - 15 Standard Specification for Elliptical Trainers</p> <p>F2811 - 15 Standard Test Methods for Evaluating Design and Performance Characteristics of Elliptical</p>   |

| Item  | Description  |
|-------|--|
|       | <p>Trainers</p> <p>F3021 - 17 Standard Specification for Universal Design of Fitness Equipment for Inclusive Use by Persons with Functional Limitations and Impairments</p> <p>F3022 - 16e1 Standard Test Method for Evaluating the Universal Design of Fitness Equipment for Inclusive Use by Persons with Functional Limitations and Impairments</p> <p>F3023 - 13 Standard Test Methods for Evaluating Design and Performance Characteristics of Stationary Upright and Recumbent Exercise Bicycles and Upper Body Ergometers</p> <p>F3101 - 15 Standard Specification for Unsupervised Public Use Outdoor Fitness Equipment</p> <p>F3104 - 14 Standard Test Methods for Evaluating Design and Performance Characteristics of Externally Loaded Strength Training Equipment, Strength Training Benches and External Weight Storage Equipment</p> <p>F3105 - 14 Standard Specification for Externally Loaded Strength Training Equipment, Strength Training Benches and External Weight Storage Equipment</p>  |
| 7.3.4 | <p>Headgear and Helmets must meet the following ASTM standards:</p> <p>F429 - 10 Standard Test Method for Shock-Attenuation Characteristics of Protective Headgear for Football</p> <p>F697 - 16 Standard Practice for Care and Use of Athletic Mouth Protectors</p> <p>F717 - 10 Standard Specification for Football Helmets</p> <p>F910 - 04(2015) Standard Specification for Face Guards for Youth Baseball</p> <p>F1163 - 15 Standard Specification for Protective Headgear Used in Horse Sports and Horseback Riding</p> <p>F1446 - 15b Standard Test Methods for Equipment and Procedures Used in Evaluating the Performance Characteristics of Protective Headgear</p> <p>F1447 - 12 Standard Specification for Helmets Used in Recreational Bicycling or Roller Skating</p> <p>F1492 - 15 Standard Specification for Helmets Used in Skateboarding and Trick Roller Skating</p> <p>F1849 - 07(2012) Standard Specification for Helmets Used in Short Track Speed Ice Skating (Not to Include Hockey)</p> <p>F1898 - 15 Standard Specification for Helmets for Non-Motorized Wheeled Vehicles Used by Infants and Toddlers</p> <p>F1952 - 15 Standard Specification for Helmets Used for Downhill Mountain Bicycle Racing</p> <p>F2032 - 15 Standard Specification for Helmets Used for BMX Cycling</p> <p>F2040 - 11 Standard Specification for Helmets Used for Recreational Snow Sports</p> <p>F2220 - 15 Standard Specification for Headforms</p> <p>F2397 - 09(2015) Standard Specification for Protective Headgear Used in Martial Arts</p> <p>F2400 - 16 Standard Specification for Helmets Used in Pole Vaulting</p> <p>F2439 - 06(2016) Standard Specification for Headgear Used in Soccer</p> <p>F2530 - 13 Standard Specification for Protective Headgear with Faceguard Used in Bull Riding</p> <p>F2727 - 09(2014) Standard Guide for Manufacturers for Labeling Headgear Products</p> <p>F3103 - 14 Standard Specification for Testing Off-Road Motorcycle and ATV Helmets</p> <p>F3137 - 15 Standard Specification for Headgear Used in Women's Lacrosse (excluding Goalkeepers)</p> |
| 7.3.5 | <p>Ice Hockey equipment must meet the following ASTM standards:</p> <p>F513 - 12 Standard Specification for Eye and Face Protective Equipment for Hockey Players</p> <p>F1045 - 16 Standard Performance Specification for Ice Hockey Helmets</p> <p>F1587 - 12a Standard Specification for Head and Face Protective Equipment for Ice Hockey Goaltenders</p> <p>F3165 - 16 Standard Specification for Throat Protective Equipment for Hockey Goaltenders</p>   |
| 7.3.6 | <p>Pole Vault equipment must meet the following ASTM standards:</p> <p>F1162 / F1162M - 12 Standard Specification for Pole Vault Landing Systems</p> <p>F2949 - 12e2 Standard Specification for Pole Vault Box Collars</p>   |
| 7.3.7 | <p>Water Related Equipment must meet the following ASTM standards:</p> <p>F2376 - 13 Standard Practice for Classification, Design, Manufacture, Construction, and Operation of Water Slide Systems</p> <p>F2461 - 16e1 Standard Practice for Manufacture, Construction, Operation, and Maintenance of Aquatic Play Equipment</p> <p>F3133 - 16 Standard Practice for Classification, Design, Manufacture, Construction, Maintenance, and Operation of Stationary Wave Systems</p> <p>F3158 - 16 Standard Practice for Patron Transportation Conveyors Used with a Water Related Amusement Ride or Device</p>   |

**8. Pricing – See Pricing section in Part A – General Terms & Conditions for details**

- 8.1 This bid has one (1) required Excel workbooks for pricing information. Workbook F. 1-3 is for submitting catalog discounts, category pricing, services pricing and volume discounts, if applicable.
- 8.2 Pricing shall be completed on the provided pricing sheets (Microsoft Excel Workbook F) with the individual tabs to be completed as follows:
  - a. F.1 – Catalog Discount by Category (Required)
  - b. F.2 – Services Price Schedule (Optional)
  - c. F.3 – Volume Discounts (Optional)
- 8.4 Bid pricing will be evaluated on a combination of catalogs submitted, pricing from items randomly chosen from the catalog by category. See Evaluation, Approval and Award in Part A, II. Bid Procedures.



# Invitation for Bid AEPA IFB #018.5

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

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#### 1. Member Agency (State) Terms and Conditions

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

#### 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 on a quarterly basis. 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, any special terms and conditions, and special ordering process requirements is listed here for the convenience of the Bidders.

### 3. Member Agency General Overview Summary

| AEPA Member Agency State | General            |                                       |                                | Ordering Process          |                     |                          | Construction Products and Services |                                      |                                 |                                      |                                       |                                      |   | Potential Customers  |                    |                 |            |                 |              |                  |                |                   |
|--------------------------|--------------------|---------------------------------------|--------------------------------|---------------------------|---------------------|--------------------------|------------------------------------|--------------------------------------|---------------------------------|--------------------------------------|---------------------------------------|--------------------------------------|---|----------------------|--------------------|-----------------|------------|-----------------|--------------|------------------|----------------|-------------------|
|                          | Administrative Fee | Bid Security Required on bid due date | Special Reporting Requirements | Standard Ordering Process | Electronic Ordering | Special Ordering Process | Davis Bacon and State Wage Rates   | Payment & Performance Bonds Required | Contractor's Licensure Required | Permits and/or Registration Required | Construction Project Cost Limitations | Participate in Construction Services | Participate in Construction Products Only | Products are taxable | Service is Taxable | K--12 Education | Higher Ed. | Private Schools | Non--Profits | Federal Agencies | State Agencies | Cities & Counties |
| CA                       | 2%                 | N                                     | N                              | Y                         | Y                   | N                        | -                                  | -                                    | -                               | Y                                    | N                                     | Y                                    | Y   | N                    | Y                  | Y               | Y          | Y               | Y            | Y                | Y              | Y                 |
| CO                       | 2%                 | N                                     | N                              | Y                         | N                   | N                        | N                                  | N                                    | N                               | N                                    | N                                     | Y                                    | Y   | N                    | N                  | Y               | Y          | Y               | Y            | Y                | N              | Y                 |
| CT                       | 2%                 | O                                     | N                              | Y                         | Y                   | N                        | Y                                  | O                                    | Y                               | Y                                    | N                                     | Y                                    | N   | N                    | Y                  | Y               | Y          | Y               | Y            | Y                | Y              | Y                 |
| FL                       | 2%                 | N                                     | N                              | Y                         | Y                   | N                        | Y                                  | N                                    | Y                               | Y                                    | N                                     | Y                                    | Y   | N                    | Y                  | Y               | Y          | Y               | Y            | Y                | Y              | Y                 |
| IN                       | Var                | N                                     | N                              | N                         | N                   | Y                        | -                                  | -                                    | -                               | -                                    | -                                     | -                                    | -   | -                    | Y                  | Y               | Y          | Y               | Y            | Y                | Y              | Y                 |
| IA                       | 2%                 | N                                     | Y                              | Y                         | Y                   | N                        | **                                 |                                      |                                 | Y                                    | Lim                                   | Lim                                  | **  |                      | Y                  | Y               | Y          | N               | Y            | Y                | Y              |                   |
| KS                       | 2%                 | N                                     | n                              | Y                         | Y                   | Y                        | Y                                  | Y                                    | Y                               | N                                    | Y                                     | N                                    | N   | N                    | Y                  | Y               | Y          | Y               | Y            | Y                | Y              | Y                 |
| KY                       | 2%                 | N                                     | N                              | Y                         | Y                   | N                        | Y                                  | Y                                    | Y                               | Y                                    | Y                                     | Y                                    | Y   | N                    | Y                  | Y               | Y          | Y               | Y            | Y                | Y              | Y                 |
| MA                       | 2%                 | N                                     | N                              | Y                         | Y                   | Y                        | N                                  | N                                    | N                               | N                                    | N                                     | N                                    | N   | N                    | Y                  | Y               | Y          | Y               | Y            | Y                | Y              | Y                 |
| MI                       | 2%                 | N                                     | N                              | Y                         | Y                   | N                        | Y                                  | Y                                    | Y                               | Y                                    | Y                                     | Y                                    | N   | N                    | Y                  | Y               | Y          | Y               | TBD          | Y                | Y              | Y                 |
| MN                       | 2%                 | N                                     | Y                              | Y                         | Y                   | N                        | Y                                  | Y                                    | Y                               | Y                                    | Y                                     | Y                                    | Y/N*                                      | N                    | Y                  | Y               | Y          | Y               | Y            | Y                | Y              | Y                 |
| MO                       | 2%                 | N                                     | Y                              | Y                         | Y                   | N                        | Y                                  | N                                    | N                               | Y                                    | N                                     | Y                                    | N   | Y                    | Y                  | Y               | Y          | Y               | Y            | Y                | Y              | Y                 |
| MT                       | 2%                 | Y                                     | N                              | Y                         | Y                   | Y                        | Y                                  | Y                                    | Y                               | N                                    | Y                                     | Y                                    | N   | N                    | Y                  | Y               | Y          | Y               | Y            | Y                | Y              | Y                 |
| NE                       | 2%                 | N                                     | N                              | Y                         | N                   | N                        | Y                                  | Y                                    | Y                               | Y                                    | N                                     | Y                                    | Y   | N                    | Y                  | Y               | Y          | N               | N            | N                | N              | N                 |
| NJ                       | 2.2%               | Y                                     | N                              | Y                         | Y                   | N                        | Y                                  | Y                                    | Y                               | Y                                    | N                                     | Y                                    | N   | N                    | Y                  | Y               | Y          | Y               | N            | N                | N              | Y                 |
| NM                       | 2%                 | Y                                     | Y                              | Y                         | Y                   | Y                        | Y                                  | Y                                    | Y                               | N                                    | Y                                     | Y                                    | N   | Y                    | Y                  | Y               | Y          | Y               | Y            | Y                | Y              | Y                 |
| ND                       | 2%                 | Y                                     | Y                              | Y                         | Y                   | N                        | N                                  | Y                                    | Y                               | Y                                    | Y                                     | Y                                    | Y/N*                                      | N                    | Y                  | Y               | Y          | Y               | Y            | Y                | Y              | Y                 |
| OH                       | 2%                 | Y                                     | Y                              | Y                         | Y                   | N                        | Y                                  | Y                                    | Y                               | Y                                    | N                                     | Y                                    | Y   | N                    | Y                  | Y               | Y          | Y               | Y            | Y                | Y              | Y                 |
| OR                       | 2%                 | N                                     | Y                              | Y                         | N                   | Y                        | Y                                  | Y                                    | Y                               | Y                                    | Y                                     | Y                                    | N   | N                    | Y                  | Y               | Y          | Y               | Y            | Y                | Y              | Y                 |
| PA                       | 2%                 | N                                     | Y                              | Y                         | Y                   | Y                        | Y                                  | Y                                    | Y                               | N                                    | Y                                     | N                                    | N   | N                    | Y                  | Y               | Y          | Y               | Y            | Y                | Y              | Y                 |
| TX                       | 2%                 | N                                     | Y                              | Y                         | Y                   | Y                        | Y                                  | Y                                    | Y                               | Y                                    | Y                                     | Y                                    | N   | N                    | Y                  | Y               | Y          | Y               | Y            | Y                | Y              | Y                 |
| VA                       | 2%                 | N                                     | N                              | Y                         | Y                   | Y                        | N                                  | N                                    | Y                               | Y                                    | Y                                     | Y                                    | N   | N                    | Y                  | Y               | Y          | Y               | Y            | Y                | Y              | Y                 |
| WA                       | 2%                 | N                                     | Y                              | N                         | Y                   | Y                        | Y                                  | Y                                    | Y                               | N                                    | Y                                     | Y                                    | Y   | Y                    | Y                  | Y               | N          | N               | N            | Y                | Y              | Y                 |
| WV                       | 2%                 | Y                                     | N                              | Y                         | Y                   | N                        | Y                                  | Y                                    | Y                               | Y                                    | Y                                     | Y                                    | Y   | Y                    | Y                  | Y               | Y          | Y               | Y            | Y                | Y              | Y                 |
| WI                       | 2%                 | N                                     | N                              | Y                         | Y                   | N                        | Y                                  | Y                                    | N                               | Y                                    | Y                                     | Y                                    | Y   | N                    | Y                  | Y               | Y          | Y               | Y            | Y                | Y              | Y                 |
| WY                       | 2%                 | Y                                     | Y                              | Y                         | Y                   | Y                        | Y                                  | Y                                    | Y                               | Y                                    | Y                                     | Y                                    |   |                      | Y                  | Y               | Y          | Y               | Y            | Y                | Y              | Y                 |

## 11. Minnesota, Cooperative Purchasing Connection (CPC)

### A. General Terms and Conditions that apply for all categories

1. Hazardous Substances: All hazardous products purchased by members shall include a Safety Data Sheet (SDS) with the delivery.
2. Lease and Rental Agreements: Vendor may allow CPC participating agencies to enter into rental, lease, or lease purchase agreements, providing such agreements are in compliance with Minnesota Statutes and guidelines. CPC must receive a report annually summarizing the executed lease purchases along with a summary of the agencies' purchases. 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 CPC participating agency. Vendor agrees that leases will be in compliance with the Uniform Commercial Code. A two percent (2.0%) 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 ordering process.
3. CPC Training Seminar: Contracted vendors and their participating sub-contractors are required to participate in an online CPC training session (CPC 101) that is designed to educate the vendor (and sub-contractors) on the purpose and nature of CPC. A contracted vendor will not be marketed to CPC participating agencies until they have completed the CPC 101 training.

### B. ***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 commonly purchased items, that CPC can utilize to market the contracted vendor to its participating agencies.

### C. ***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 conduct a conference call with the Vendor to determine if the Vendor is able to meet the necessary 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 are able to confirm that business is able to 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.

### D. 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. Participating agency is defined as any city, county, public or private educational agency, nonprofit or governmental agency that is a participant of CPC as described in Section E. In the event of an award by the Board of Directors, CPC will inform its members of the award and contract by the following methods along with contract instructions and ordering process.

1. The contract opportunity is listed and promoted on the CPC website ([www.purchasingconnection.org](http://www.purchasingconnection.org)).
2. Announcing the award in CPC newsletters.
3. CPC will publish the contract and marketing information through a hard copy marketing flier and electronic email. Contracts are promoted through PDF and a hard copy product catalog distributed at statewide trade shows and agency meetings on a regular basis. CPC will require a marketing flier, 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 vendor), but in all cases shall have 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 tool shall be dedicated to AEPA information only.
4. When the 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 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 CPC-AEPA contract, the member issues the purchase order directly to the vendor. The purchase order must include the total invoiced cost, based on

- the total cost of goods, service, and installation, including the 2% administrative fee.
5. 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. NDESC and the vendor will mutually resolve any issues with regard to past purchases. The purchase orders are to continue to be processed and viewed as approved unless notified by NDESC otherwise. All sales and transactions may continue without delay or in anticipation of the NDESC purchase order verification.
  6. Once all the items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, the vendor then files a copy of the final invoice, which is available to NDESC by request in support of the quarterly sales summary. The invoice is to be marked "Copy".
  7. Vendor makes all deliveries and installations of products and services. CPC does not warehouse items or provide installation services.
  8. CPC's participating agencies purchasing construction related products and/or services may, as required by statute, or at their discretion, require the vendor to post a performance bond.
  9. This 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:
    - Name of service cooperative region
    - Name of purchasing agency
    - Address of purchasing agency
    - Date of sale
    - Standard sale price
    - Sale price with AEPA discount
    - Administrative fee generated by sale
    - 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@lsc.org](mailto:mmattson@lsc.org) and copied to Lori Mittelstadt at [lmittelstadt@lsc.org](mailto:lmittelstadt@lsc.org). The administrative fee payment shall be delivered to Melissa Mattson, CPC, 1001 E. Mt. Faith, Fergus Falls, MN 56537. The check shall be made out to Lakes Country Service Cooperative.

10. 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 insure contract compliance.
11. CPC requires that all participating vendors offer the contract opportunity to all CPC participating agencies. Participating agencies is defined under Section E (below).

**E. Agencies Allowed to Purchase under the Member Agency**

In Minnesota, the Service Cooperatives, organized pursuant to Minnesota Statute 123A.21, are public, nonprofit cooperatives designed to provide a variety of services to their participating agencies, including, but not limited to, cooperative purchasing services. The service cooperatives currently provide purchasing contracts to over 3,000 participating agencies (schools, cities, counties, other governmental organization and nonprofit agencies) in Minnesota and South Dakota through the Cooperative Purchasing Connection. Participation with CPC is required for contract participation.

**F. Governing Law**

The laws of the State of Minnesota govern all contracts resulting from this IFB. Each and every 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.



## **17. North Dakota, North Dakota Educators Service Cooperative (NDESC)**

### **A. Additional Agency Terms and Conditions**

- 1. Hazardous Substances:** All hazardous products purchased by members shall include a Safety Data Sheet (SDS) with the delivery.
- 2. Lease and Rentals:** Vendor may allow NDESC members to enter into rental, lease, or lease purchase agreements, providing such agreements are in compliance with North Dakota Statutes and guidelines as well as the State Department of Education policies, rules and regulations. 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 NDESC member. Vendor agrees that leases will be in compliance with the Uniform Commercial Code. A two percent (2%) 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 ordering process.
- 3. Training Seminar:** The contracted Vendor and their participating sub-contractors are required to participate in an online training session that is designed to educate the vendor and subcontractor on the purpose and nature of NDESC. The contracted Vendor will not be marketed to NDESC participating agencies until they have completed the training seminar.

**B. *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 commonly purchased items, that CPC can utilize to market the Vendor to its participating agencies.

### **C. 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 conduct a conference call with the Vendor to determine if the Vendor is able to meet the necessary 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 are able to confirm that business is able to 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 CPC. The quote provided to CPC must include the contact information of the participating agency.

### **D. 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 qualified members. Member is defined in Section C. In the event of an award by the NDESC Board of Directors, NDESC will inform its members of the award and contract by the following methods along with contract instructions and ordering process.

- 1.** The contract opportunity is listed and promoted on the NDESC website.
- 2.** Announcing the award in NDESC newsletters.
- 3.** NDESC will publish the contract and marketing information through a hard copy marketing flier and electronic email. Contracts are promoted through PDF and hard copy product catalog distributed at statewide trade shows and member meetings on a regular basis. NDESC will require a marketing flier, brochure, or other similar marketing pieces, in an editable, electronic format, from the Vendor promoting the available contract with 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 AEPA information only.
- 4.** When the 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 in the quoted price. The administrative fee shall be based upon the total cost of goods and/or service 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 NDESC-AEPA contract, the member issues the purchase order directly to the vendor. The purchase order must include the total invoiced cost, based on the total cost of goods, service, and installation, including the two-percent (2%) administrative fee.
- 5.** 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. NDESC and the Vendor will mutually resolve any issues with regard to past purchases. The purchase orders are to continue to be processed and viewed as approved unless notified by NDESC otherwise. All sales and transactions may continue without delay or in anticipation of the NDESC purchase order verification.
- 6.** Once all the items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, the Vendor then files a copy of the final invoice, which is available to NDESC by request in

support of the quarterly sales summary. The invoice is to be marked "Copy".

7. Vendor makes all deliveries and installations of products and services. NDESC does not warehouse items or provide services.
8. NDESC's participating agencies purchasing construction related products and/or services may, as required by statute, or at their discretion, require the Vendor to post a performance bond.
9. This 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:
  - Name of service cooperative region
  - Name of purchasing agency
  - Address of purchasing agency
  - Date of sale
  - Standard sale price
  - Sale price with AEPA discount
  - Administrative fee generated by sale
  - 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 e-mailed to Jane Eastes at [jeastes@lcsc.org](mailto:jeastes@lcsc.org) and copied to Lori Mittelstadt at [lmittelstadt@lcsc.org](mailto:lmittelstadt@lcsc.org). The administrative fee payment shall be delivered to Jane Eastes, NDESC, 1001 E. Mt. Faith, Fergus Falls, MN 56537. The check shall be made out to NDESC.

10. 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 and lease documents to insure contract compliance.
11. NDESC requires that all participating vendors offer the contract opportunity to all NDESC qualified members. Qualified membership is defined under section E (below).
12. NDESC has designated Lakes Country Service Cooperative (LCSC), 1001 E. Mt. Faith, Fergus Falls, MN as its purchasing agent. All vendors agree to work with LCSC on all purchasing issues related to NDESC.

**E. Members Purchasing Under the Agency**

The NDESC has been established pursuant to the provisions of [Chapter 54-40.3 of the North Dakota Century Code](#), as amended. The purpose of NDESC is to assist in meeting those specific needs of the members which are determined to be better provided by a cooperative effort, including without limitation the joint purchasing of programs, goods, and services which are deemed to be priority needs of the members. NDESC currently has approximately 200 participating agencies. Qualified agencies of NDESC include all North Dakota public schools, private schools and higher education institutions and any other North Dakota political subdivisions eligible to enter into a joint powers agreement with NDESC.

**F. Governing Law**

The laws of the State of North Dakota 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.

## AEPA IFB #018.5-C Athletic Equipment and Supplies Bid Proposal Checklist

**Bidder Name:** \_\_\_\_\_  
**Name of Authorized Representative:** \_\_\_\_\_  
**Office Address:** \_\_\_\_\_  
**Time Zone:**                       Eastern       Central       Mountain       Pacific  
**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_  
**Email:** \_\_\_\_\_ **Website:** \_\_\_\_\_

**Instructions:** Please complete the checklist below, confirming that the following documents have been uploaded to Public Purchase, in their ***individual required format***, by the due date and time listed for this IFB. ***Submission as one merged document will result as being marked non-responsive and will not considered.*** Bidders are reminded that failure to follow, comply with, and adhere to these 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 deadline.

| "x" | Document Title, Uploaded to Public Purchase<br><i>(Bidder must submit forms in the required title/format)</i> | Format of Uploaded Document | Notes  |
|-----|---|-----------------------------|--|
|     | Bid Proposal Checklist – Name of Bidding Company  | Scanned PDF                 |  |
|     | Form A – Bid Affidavit – Name of Bidding Company  | Scanned PDF                 | Signature and notarization required                                      |
|     | Form B – Acceptance of Bid & Contract Award – Name of Bidding Company   | Scanned PDF                 | Signature required   |
|     | Form C – Company Information and Service Questionnaire – Name of Bidding Company                              | Scanned PDF                 | Signature required   |
|     | Form D – Exceptions and Deviations – Name of Bidding Company  | Scanned PDF                 | Signature required   |
|     | Form E – Discount & Pricing Schedules – Name of Bidder  | Scanned PDF                 | Signature required   |
|     | Form F – Discount & Pricing Schedules Workbook – Name of Bidder   | Excel Workbook              | Cannot be password protected   |
|     | Uniform Guidance “EDGAR” Certification  | Scanned PDF                 | Signature required   |
|     | Warranties, Additional Services – Name of Bidding Company (optional)  | Submit as PDF               | Not provided by AEPA, Bidder Created                                     |
|     | Additional Discounts – Name of Bidding Company (optional)   | Submit as PDF               | Not provided by AEPA, Bidder Created                                     |
|     | Letter of Line of Credit and/or Annual Report – Name of Bidding Company                                       | Submit as PDF               | Not provided by AEPA, Bidder Created                                     |
|     | State Specific Required Forms – Name of Bidding Company   | Scanned PDF                 | **See Appendix in Part C for State Specific Forms (submit with response) |

**AEPA IFB #018.5-C Athletic Equipment and Supplies  
Form A – Bid Affidavit**

**Name of Bidder:** \_\_\_\_\_

**Instructions:** This form must be signed by the Bidder’s authorized representative and notarized below. The completed document must be scanned to a PDF format and uploaded to Public Purchase with the Bidder’s proposal. If awarded, the Bidder is required to produce a copy of this document for each of the member agencies with which it contracts.

1. The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the bidder), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm 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 bidders, or with any official of the **Member Agency**, or any employee thereof, or any person, firm or corporation under contract with the **Member Agency** whereby the bidder, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid or is to pay to any other bidder or to any of the aforementioned persons anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement or agreement with any other bidder or bidders 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 bidder, 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 bidder, nor any officer, director, partner, member or associate of the bidder, nor any of its employees directly involved in obtaining contracts with the State of **Member Agency, 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 bidder or any person on his behalf has examined and understands the terms, conditions, 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 bidder will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, 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 bidder 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 in Forms B - F 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

\_\_\_\_\_  
Phone

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public in and for County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: Signature: \_\_\_\_\_

**AEPA IFB #018.5-C Athletic Equipment and Supplies  
Form B – Acceptance of Bid & Contract Award**

**Name of Bidder:** \_\_\_\_\_

**Instructions:** PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. The completed document must be scanned to a PDF format and uploaded to Public Purchase with the Bidder's proposal. If approved by AEPA, the Bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

**PART I: BIDDER**

In compliance with the Invitation For Bid (IFB), the undersigned warrants that I/we have examined the Instructions to Bidders, associated documents, and being familiar with all of the conditions surrounding the proposed projects, 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 and any written exceptions to the bid. 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.

Company Name \_\_\_\_\_ Date \_\_\_\_\_  
Company Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_  
Email Address \_\_\_\_\_ 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 IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As 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. The intent of this contract is 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, 2019, unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency \_\_\_\_\_  
Agency Executive \_\_\_\_\_

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ Contract Number \_\_\_\_\_

Contract to commence (Member Agency to select):  \_\_\_\_\_ or  May 1, 2018

**AEPA IFB #018.5-C Athletic Equipment and Supplies  
Form C – Company Information & Service Questionnaire**

Name of Bidder: \_\_\_\_\_

**Company Information**

Company Name \_\_\_\_\_ Website \_\_\_\_\_

Company Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

**Background**

*Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its own investigation of the company.*

This business is a: \_\_\_ public company \_\_\_ privately owned company.

In what year was this business started under its present name? \_\_\_\_\_

Under what other or former name(s) has your business operated? \_\_\_\_\_

Is this business a corporation? \_\_\_\_\_ No \_\_\_\_\_ Yes. If Yes, please complete the following:

Date of incorporation: \_\_\_\_\_ State of incorporation: \_\_\_\_\_

Name of President: \_\_\_\_\_

Name(s) of Vice President(s): \_\_\_\_\_

Name of Secretary: \_\_\_\_\_

Name of Treasurer: \_\_\_\_\_

Is this business a partnership? \_\_\_\_\_ No \_\_\_\_\_ Yes. If yes, please complete the following:

Date of organization: \_\_\_\_\_ State founded: \_\_\_\_\_

Type of partnership, if applicable: \_\_\_\_\_

Name(s) of general partner(s): \_\_\_\_\_

Is this organization individually owned? \_\_\_\_\_ No \_\_\_\_\_ Yes. If yes, please complete the following:

Date of organization: \_\_\_\_\_ State founded: \_\_\_\_\_

Name of owner: \_\_\_\_\_

This organization is a form other than those identified above. \_\_\_\_\_ No \_\_\_\_\_ Yes.

If Yes, describe the company's format, year and state of origin, and names and titles of the principals. \_\_\_\_\_

### Company Headquarter Location

Company Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Main Phone Number \_\_\_\_\_ How long at this address? \_\_\_\_\_

### Company Branch Locations

Branch Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Branch Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Branch Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Branch Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

*If more branch locations, insert information here or add another sheet with above information.*

### Sales History

Provide your company's annual sales for 2015, 2016, 2017 YTD in the United States by the various public segments:

|   | 2015 | 2016 | 2017 YTD |
|---|------|------|----------|
| K-12 (public & private), Educational Service Agencies |      |      |          |
| Higher Education Institutions                         |      |      |          |
| Counties, Cities, Townships, Villages                 |      |      |          |
| States  |      |      |          |
| Other Public Sector & Non-profits                     |      |      |          |
| Private Sector  |      |      |          |
| <b>Total</b>  |      |      |          |

## Work Force

1. **Key Contacts and Providers:** Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

| Function                                      | Name | Title | Phone | Email |
|---|------|-------|-------|-------|
| Contract Manager                              |      |       |       |       |
| Sales Manager                                 |      |       |       |       |
| Customer & Support Manager                    |      |       |       |       |
| Distributors, Dealers, Installers, Sales Reps |      |       |       |       |
| Consultants & Trainers                        |      |       |       |       |
| Technical, Maintenance & Support Services     |      |       |       |       |
| Quotes, Invoicing & Payments                  |      |       |       |       |
| Warranty & After the Sale                     |      |       |       |       |
| Financial Manager                             |      |       |       |       |

2. **Sales Force:** Provide total number and location of salespersons employed by your company in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

| Number of Sales Reps | City | State |
|----------------------|------|-------|
|                      |      |       |
|                      |      |       |
|                      |      |       |
|                      |      |       |

3. **Service/Support and Distribution Centers:** Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

| Center Type | City | State |
|-------------|------|-------|
|             |      |       |
|             |      |       |
|             |      |       |
|             |      |       |

## Marketing

1. **Key Marketing Contact(s):** List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *(To insert more rows, hit the tab key from the last field in the Email column.)*

| Name | Title | Phone | Email |
|------|-------|-------|-------|
|      |       |       |       |
|      |       |       |       |
|      |       |       |       |

2. **Marketing Activities:** Describe how this company marketed its products and services to schools and other public sector audiences in Fiscal Year 2016-2017 (July 1 – June 30). List all conventions, conferences and other events at which this company exhibited.



3. **Cooperative Marketing:** Describe ways in which this business can collaborate with Member Agencies in marketing the bid. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
4. **Sales Training:** Explain how your company will educate your sales staff on the AEPA contract including timing, methods, etc. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Environmental Initiatives**

1. Describe how your products and/or services support environmental goals. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
2. Describe the company’s “green” objectives (i.e. LEED, reducing footprint, etc.). \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Independent Subcontractors, Distributors, Installers, etc.**

If the Bidder is not the sole provider of all goods and services provided under this contract, the following must be answered:

1. **Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.
2. **Current Subcontractors, Distributors, Installers, Etc.:** Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the member agency states (listed in Part A of this IFB). Include, if applicable, contractor license information and the state(s) wherein they are eligible to provide services on behalf of this business.

**Disclosures**

1. Letter of Line of Credit or Annual Financial Report (REQUIRED): Attach a letter from the business’s chief financial institution indicating the current line of credit available in its name and evidence of financial stability for the past three calendar years (2014, 2015 and 2016). This letter should state the line of credit as a range (ie. “credit in the low six figures” or “a credit line exceeding five figures”). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter.
2. Legal: Does this business have actions currently filed against it? \_\_\_\_\_ No \_\_\_\_\_ Yes.

If Yes, AN ATTACHMENT IS REQUIRED: List and explain current actions such as Federal Debarment (on US General Services Administration’s “Excluded Parties List”), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

## References

Provide contact information of your company's ten largest public agency customers:

| Agency | Name | Title | Phone Number | Email |
|--------|------|-------|--------------|-------|
| 1.     |      |       |              |       |
| 2.     |      |       |              |       |
| 3.     |      |       |              |       |
| 4.     |      |       |              |       |
| 5.     |      |       |              |       |
| 6.     |      |       |              |       |
| 7.     |      |       |              |       |
| 8.     |      |       |              |       |
| 9.     |      |       |              |       |
| 10.    |      |       |              |       |

## Service Questionnaire

Respond to Yes/No and choice questions by using an (X). If a text reply is required, respond in the space below. Scan this form and any attachment pages into a single document and convert to a PDF file. The scanned PDF file must be uploaded to Public Purchase with the Bidder's proposal. As part of evaluating the Bidder's qualifications, the following is being requested and the Bidder is forewarned failure to respond and/or meet the minimum specifications in these areas, may deem their response as non-responsive.

- The following chart indicates which AEPA Member States intend to participate in this bid category. Please place an "X" in response to questions in the last three (3) columns. **Note: A Bidder must be willing and able to deliver the proposed products and/or services to ninety (90%) of the participating AEPA Member States.**

| AEPA Member States | Participating in this bid category? | Has the bidding company sold products/services in these states for the past three (3) years? | If awarded, which states does the bidding company propose to sell in? | Indicate which states the bidding company has sales reps, distributors or dealers in. |
|--------------------|-------------------------------------|--|---|---|
| California         | Yes                                 |  |   |   |
| Colorado           | Yes                                 |  |   |   |
| Connecticut        | Yes                                 |  |   |   |
| Florida            | Yes                                 |  |   |   |
| Indiana            | Yes                                 |  |   |   |
| Iowa               | Yes                                 |  |   |   |
| Kansas             | Yes                                 |  |   |   |
| Kentucky           | Yes                                 |  |   |   |
| Massachusetts      | Yes                                 |  |   |   |
| Michigan           | Yes                                 |  |   |   |
| Minnesota          | Yes                                 |  |   |   |
| Missouri           | Yes                                 |  |   |   |
| Montana            | Yes                                 |  |   |   |
| Nebraska           | Yes                                 |  |   |   |
| New Jersey         | Yes                                 |  |   |   |
| New Mexico         | Yes                                 |  |   |   |
| North Dakota       | Yes                                 |  |   |   |
| Ohio               | Yes                                 |  |   |   |
| Oregon             | Yes                                 |  |   |   |
| Pennsylvania       | Yes                                 |  |   |   |
| Texas              | Yes                                 |  |   |   |
| Virginia           | Yes                                 |  |   |   |

|               |     |  |  |  |
|---------------|-----|--|--|--|
| Washington    | No  |  |  |  |
| West Virginia | Yes |  |  |  |
| Wisconsin     | Yes |  |  |  |
| Wyoming       | Yes |  |  |  |

2. **e-Commerce:** Does this company have an e-commerce website? \_\_\_\_\_ Yes \_\_\_\_\_ No

If **Yes**, what is the website? \_\_\_\_\_

3. **Customer and Support Service:**

- a. Does this company have online customer support options? \_\_\_\_\_ Yes \_\_\_\_\_ No
- b. Does this company have a toll-free customer support phone option? \_\_\_\_\_ Yes \_\_\_\_\_ No
- c. Does this company offer local customer and support service options? \_\_\_\_\_ Yes \_\_\_\_\_ No
- d. Describe the type, level, availability and location(s) of your customer and support service options, including number of dedicated customer/support staff and hours of operation. \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4. **Training:** If applicable, does this company offer customer training for the products and services sold?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If **Yes**, describe what types/kinds of training you offer, the venues where training occurs and the location(s) of your trainers, include number of staff dedicated to training and their qualifications and hours of operation.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. **Pricing:**

- a. Is your pricing methodology guaranteed for the term of the contract? \_\_\_\_\_ Yes \_\_\_\_\_ No
- b. Will you offer customized price lists to Participating Entities as required per the Pricing terms of Part A? \_\_\_\_\_ Yes \_\_\_\_\_ No
- c. Will you offer hot list pricing (optional) as described in the Pricing terms of Part A? \_\_\_\_\_ Yes \_\_\_\_\_ No
- d. Will you offer Volume Price Discounts as described in the Pricing terms of Part A? \_\_\_\_\_ Yes \_\_\_\_\_ No

6. **Competitiveness:** In order for your bid to be considered, your company must offer AEPA prices that are equal to or lower than what your company offers to individual customers and/or cooperatives with equal to or lower volume. Is the pricing that is proposed to AEPA equal to or lower than pricing offered to individual customers and/or cooperatives with equal to or lower volume?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Indicate which of the following apply and the **level of competitive range** you are offering in response to this IFB.

\_\_\_\_\_ Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

\_\_\_\_\_ Pricing is LESS THAN individual customer and/or cooperatives. Lower by \_\_\_\_\_%

7. **Cooperative Contracts:** Does your company currently have contracts with other cooperatives (local, regional, state, national)? \_\_\_ Yes \_\_\_\_\_ No

If Yes, identify which cooperative and the respective expiration date(s). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Yes, and your company is awarded an AEPA contract, which contract will you lead with in marketing and sales representative presentations (sales calls)? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **Administrative Fee:** Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

|                          |   |
|--------------------------|---|
| <input type="checkbox"/> | The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.                    |
| <input type="checkbox"/> | The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price. |
| <input type="checkbox"/> | The pricing for the products and/or services includes all (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.   |

9. **Shipping & Handling: Orders that are \$50.00 or more shall include free shipping and handling.** What is the flat rate your company will charge, regardless of where shipped in the continental United States, for orders less than \$50.00? \$ \_\_\_\_\_

10. **Product Returns:** Does your company have a return policy? \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, describe your return policy and if you charge a restocking fee, what is it? (AEPA allows up to 15% for supplies and up to 25% for equipment). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. **Payment Terms:** Will you offer AEPA Buyer's a quick pay discount? \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, what is the discount? \_\_\_\_\_% Net \_\_\_\_\_

12. **Leasing:** Do you offer leasing arrangements under this bid? \_\_\_\_\_ Yes \_\_\_\_\_ No

13. **If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:**

| <b>Responsibilities of an AEPA Vendor Partner</b>  | <b>Yes, indicate with an "X"</b> | <b>No, indicate with an "X"</b> |
|--|----------------------------------|---------------------------------|
| 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 working knowledge of the contract. |                                  |                                 |

|  |  |  |
|--|--|--|
| 2. Train and educate sales staff on what the AEPA cooperative contract is 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. 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. On a quarterly basis, 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. On a quarterly basis, complete the online Vendor Partner sales report for each Member Agency.   |  |  |
| 7. Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.   |  |  |
| 8. Attend two (2) AEPA meetings each year (see page 9 in Part A)   |  |  |
| 9. Participate in national and local conference trade shows to promote the AEPA contracts including, 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. Increase sales over the term of the contract with all participating AEPA Member Agencies.  |  |  |

**Signature** \_\_\_\_\_

*\*Must be same authorized signature that appears on Form A – Bid Affidavit and Form B – Acceptance of Bid & Contract Award.*

# AEPA IFB #018.5-C Athletic Equipment and Supplies

## Form D – Exceptions and Deviations

Name of Bidder: \_\_\_\_\_

### Exceptions

**Instructions:**

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the bidder’s name and identifying information as to which item the response refers must appear on each page.
4. Scan this form plus any attachments into a single PDF document.
5. Title the file as per the instructions and upload your PDF document to Public Purchase with the Bidder’s proposal.
6. Exceptions to local, state or federal laws cannot be accepted under this bid.

|  |   |
|--|---|
|  | <b>No</b> , this bidder does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.         |
|  | <b>Yes</b> , this bidder has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this IFB. |

| IFB Section and Page Number | Outline Number | Term and Condition | Exception |
|-----------------------------|----------------|--------------------|-----------|
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |

### Deviations

**Instructions:**

7. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
8. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
9. If adding pages, the bidder’s name and identifying information as to which item the response refers must appear on each page.
10. Scan this form plus any attachments into a single PDF document.
11. Title the file as per the instructions and upload your PDF document to Public Purchase with the Bidder’s proposal.
12. Deviations to local, state or federal laws cannot be accepted under this bid.

|  |   |
|--|---|
|  | <b>No</b> , this bidder does not have deviations (exceptions or alternates) to the specifications listed in Part B of this IFB. |
|  | <b>Yes</b> , this bidder has the following deviations to the specifications listed in Part B of this IFB.                       |

| Outline<br>Number Part B | Specification (describe) | Details of Deviation |
|--------------------------|--------------------------|----------------------|
|                          |                          |                      |
|                          |                          |                      |
|                          |                          |                      |
|                          |                          |                      |
|                          |                          |                      |
|                          |                          |                      |
|                          |                          |                      |

**Signature** \_\_\_\_\_

*\*Must be same authorized signature that appears on Form A – Bid Affidavit and Form B – Acceptance of Bid & Contract Award.*

# AEPA IFB #018.5-C Athletic Equipment and Supplies Form E – Discount & Pricing Schedule

Name of Bidder: \_\_\_\_\_

**Instructions:** *Bidders are reminded as they prepare the discount pricing schedule that they are responsible for administrative fees on purchases to be remitted to Member Agencies. (See Part A of this IFB, Pricing.)*

1. There is one (1) Discount & Pricing Schedule Workbook (in Excel), Workbook F, provided for Bidders to complete with your discounts, pricing, etc. You must use the provided Excel Workbook. Pricing must be submitted in the Excel Workbook format with the file name "Form F – Pricing & Discount Schedule Workbook – Name of Bidder."
2. Upload the Excel workbook in its required format along with any additional catalogs or pricelists (PDF format) to Public Purchase with the Bidder's proposal.

These forms are provided on individual tabs on the Excel Workbook F:

**F.1. Catalog Discount for Items in a Commercial Catalog (REQUIRED)**

Complete the form for this IFB, reset the 'print area' if lines were added, and save the file according to directions.

**F.2 Services Price Schedule (OPTIONAL)**

If your company provides any design, installation, training or support services to support the items you are bidding, use this form to provide your bid prices.

**F.3 Volume Discounts Schedule (OPTIONAL)**

Use this form if your company is offering additional discounts off of the base discounts bid for one time purchases AND for public agencies that group their requirements together (based on their estimated total annual spend for commodity). Each Bidder must specify the dollar ranges required in order for the agency(ies) to receive the additional discount.

**Additional Forms that may be provided by Bidder:**

**Warranties, Additional Services or Incidental Price Schedule** (Not Provided by AEPA – Bidder Created): Provide a price schedule for any and all extended warranties, additional or incidental services, products, equipment and/or supplies.

**Additional Discounts** (Not Provided by AEPA – Bidder Created): If additional discounts/bonuses are available to AEPA members based on a dollar volume, sizes of orders or other criteria, state the formula for arriving at these discounts:

**Signature** \_\_\_\_\_

*\*Must be same authorized signature that appears on Form A – Bid Affidavit and Form B – Acceptance of Bid & Contract Award.*





**Form F.1 – Catalog Discount for Items in a Commercially Available Catalog Required**  
**IFB# 018.5-C Athletic Equipment & Supplies**

Additional Lines may be inserted as needed

**Form F.1 is a REQUIRED FORM**

Note: Groupings to be defined by Bidder, can be by sub-category, manufacturer, etc.

|                                    |              |  |              |             |                         |                |            |          |               |                                    |
|------------------------------------|--------------|--|--------------|-------------|-------------------------|----------------|------------|----------|---------------|------------------------------------|
| <b>Respondent name:</b>            |              | <b>AEPA -IFB#018.5-Athletic Equipment and Supplies -Form F.1</b> |              |             |                         |                |            |          |               |                                    |
| <b>Category: Archery</b>           |              |  |              |             |                         |                |            |          |               |                                    |
|                                    |              |  |              |             |                         |                |            |          |               | Discount available entire category |
| Catalog Title                      | Catalog Date | Manufacturer   | Sub Category | Catalog URL | Catalog Expiration Date | MFG List Price | Discount % | Net Cost | Shipping Fees | Y/N                                |
|                                    |              |  |              |             |                         |                |            |          |               |                                    |
|                                    |              |  |              |             |                         |                |            |          |               |                                    |
|                                    |              |  |              |             |                         |                |            |          |               |                                    |
|                                    |              |  |              |             |                         |                |            |          |               |                                    |
|                                    |              |  |              |             |                         |                |            |          |               |                                    |
|                                    |              |  |              |             |                         |                |            |          |               |                                    |
|                                    |              |  |              |             |                         |                |            |          |               |                                    |
|                                    |              |  |              |             |                         |                |            |          |               |                                    |
|                                    |              |  |              |             |                         |                |            |          |               |                                    |
| <b>Category: Baseball/Softball</b> |              |  |              |             |                         |                |            |          |               |                                    |
|                                    |              |  |              |             |                         |                |            |          |               | Discount available entire category |
| Catalog Title                      | Catalog Date | Manufacturer   | Sub Category | Catalog URL | Catalog Expiration Date | MFG List Price | Discount % | Net Cost | Shipping Fees | Y/N                                |
|                                    |              |  |              |             |                         |                |            |          |               |                                    |
|                                    |              |  |              |             |                         |                |            |          |               |                                    |
|                                    |              |  |              |             |                         |                |            |          |               |                                    |
|                                    |              |  |              |             |                         |                |            |          |               |                                    |
|                                    |              |  |              |             |                         |                |            |          |               |                                    |
|                                    |              |  |              |             |                         |                |            |          |               |                                    |
|                                    |              |  |              |             |                         |                |            |          |               |                                    |
|                                    |              |  |              |             |                         |                |            |          |               |                                    |
|                                    |              |  |              |             |                         |                |            |          |               |                                    |
|                                    |              |  |              |             |                         |                |            |          |               |                                    |
| <b>Category: Basketball</b>        |              |  |              |             |                         |                |            |          |               |                                    |
|                                    |              |  |              |             |                         |                |            |          |               | Discount available entire category |

| Respondent name: |              |              |              |             |                         |                |            |          |               |     |
|------------------|--------------|--------------|--------------|-------------|-------------------------|----------------|------------|----------|---------------|-----|
| Catalog Title    | Catalog Date | Manufacturer | Sub Category | Catalog URL | Catalog Expiration Date | MFG List Price | Discount % | Net Cost | Shipping Fees | Y/N |
|                  |              |              |              |             |                         |                |            |          |               |     |
|                  |              |              |              |             |                         |                |            |          |               |     |
|                  |              |              |              |             |                         |                |            |          |               |     |
|                  |              |              |              |             |                         |                |            |          |               |     |
|                  |              |              |              |             |                         |                |            |          |               |     |
|                  |              |              |              |             |                         |                |            |          |               |     |

Category: **Field/Ice Hockey**

|               |              |              |              |             |                         |                |            |          |               | Discount available entire category |
|---------------|--------------|--------------|--------------|-------------|-------------------------|----------------|------------|----------|---------------|------------------------------------|
| Catalog Title | Catalog Date | Manufacturer | Sub Category | Catalog URL | Catalog Expiration Date | MFG List Price | Discount % | Net Cost | Shipping Fees | Y/N                                |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |

Category: **Field & Track**

|               |              |              |              |             |                         |                |            |          |               | Discount available entire category |
|---------------|--------------|--------------|--------------|-------------|-------------------------|----------------|------------|----------|---------------|------------------------------------|
| Catalog Title | Catalog Date | Manufacturer | Sub Category | Catalog URL | Catalog Expiration Date | MFG List Price | Discount % | Net Cost | Shipping Fees | Y/N                                |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |

Category: **Football**



Respondent name:

[Redacted Name]

AEPA -IFB#018.5-Athletic Equipment and Supplies -Form F.1

Category: **Martial Arts**

|               |              |              |              |             |                         |                |            |          |               | Discount available entire category |
|---------------|--------------|--------------|--------------|-------------|-------------------------|----------------|------------|----------|---------------|------------------------------------|
| Catalog Title | Catalog Date | Manufacturer | Sub Category | Catalog URL | Catalog Expiration Date | MFG List Price | Discount % | Net Cost | Shipping Fees | Y/N                                |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |

Category: **Physical Education**

|               |              |              |              |             |                         |                |            |          |               | Discount available entire category |
|---------------|--------------|--------------|--------------|-------------|-------------------------|----------------|------------|----------|---------------|------------------------------------|
| Catalog Title | Catalog Date | Manufacturer | Sub Category | Catalog URL | Catalog Expiration Date | MFG List Price | Discount % | Net Cost | Shipping Fees | Y/N                                |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |

Category: **Soccer**

|               |              |              |              |             |                         |                |            |          |               | Discount available entire category |
|---------------|--------------|--------------|--------------|-------------|-------------------------|----------------|------------|----------|---------------|------------------------------------|
| Catalog Title | Catalog Date | Manufacturer | Sub Category | Catalog URL | Catalog Expiration Date | MFG List Price | Discount % | Net Cost | Shipping Fees | Y/N                                |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |
|               |              |              |              |             |                         |                |            |          |               |                                    |

Category: **Swimming & Pool**





Respondent name:

[Redacted Name]

AEPA -IFB#018.5-Athletic Equipment and Supplies -Form F.1

*Category: Please provide additional categories as appropriate.*

| Category:        | Proposed Optional Services            |  |  |          |  |            |            |
|------------------|---------------------------------------|--|--|----------|--|------------|------------|
| <b>Option #1</b> | Preventative Maintenance              |  |  | Category |  | Annual Fee | Warranty   |
|                  |                                       |  |  |          |  |            |            |
|                  |                                       |  |  |          |  |            |            |
|                  |                                       |  |  |          |  |            |            |
|                  |                                       |  |  |          |  |            |            |
| <b>Option #2</b> | Installation Services (as applicable) |  |  | Category |  | Cost Plus  | Fixed Cost |
|                  |                                       |  |  |          |  |            |            |
|                  |                                       |  |  |          |  |            |            |
|                  |                                       |  |  |          |  |            |            |
|                  |                                       |  |  |          |  |            |            |
| <b>Option #3</b> | Equipment Utilization Training        |  |  | Category |  | Fee        | Fixed Cost |
|                  |                                       |  |  |          |  |            |            |
|                  |                                       |  |  |          |  |            |            |
|                  |                                       |  |  |          |  |            |            |
|                  |                                       |  |  |          |  |            |            |
| <b>Option #4</b> | Other Optional Service Offerings      |  |  | Category |  | Fee        | Fixed Cost |
|                  |                                       |  |  |          |  |            |            |
|                  |                                       |  |  |          |  |            |            |
|                  |                                       |  |  |          |  |            |            |
|                  |                                       |  |  |          |  |            |            |





| <b>Other Optional Service Offerings</b> | <b>Description</b> | <b>Regular Price or Rates</b> | <b>Discounted Price or Rates</b> | <b>Per Diem Charges (if any)</b> | <b>Mileage Charges (if any)</b> | <b>*Additional Discount on Large Projects: Y/N</b> |
|---|--------------------|-------------------------------|----------------------------------|----------------------------------|---------------------------------|--|
|   |                    |                               |                                  |                                  |                                 |  |
|   |                    |                               |                                  |                                  |                                 |  |
|   |                    |                               |                                  |                                  |                                 |  |
|   |                    |                               |                                  |                                  |                                 |  |
|   |                    |                               |                                  |                                  |                                 |  |
|   |                    |                               |                                  |                                  |                                 |  |



**AEPA IFB #018.5-C Athletic Equipment & Supplies**  
**Uniform Guidance “EDGAR” Certification**  
**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 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 agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the vendor’s authorized representative check and initial the applicable boxes and sign the acknowledgement at the end of this form. If a vendor fails to complete any item of this form, AEPA will consider and may list the response, as the vendors is unable to comply. A “No” response to any of the items below may impact the ability of a purchasing agency to purchase from the vendor using federal funds.

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**1. Violation of Contract Terms and Conditions**

Provisions regarding vendor 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 vendor 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.

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**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 vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the vendor’s return policy. If the participating agency has paid the vendor for goods and services not year provided as the date of termination, vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the vendor, the participating agency’s provision shall control.

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**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. Vendor 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 vendor agrees that it shall comply with such provision.

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#### **4. Davis Bacon Act**

When required by Federal program legislation, vendor agrees that, for all participating agency construction contracts/purchases in excess of \$2,000, vendor 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, vendor 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. In addition, vendor 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](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor's acceptance of wage determination.

Vendor further agrees that is 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 construction completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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#### **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, vendor 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, vendor 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 the 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 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.

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#### **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.

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#### **7. 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 sub grants 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, vendor 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. Vendor certifies that the vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the vendor if vendor 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.

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## **9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352), vendors 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 USC 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.

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## **10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, vendor 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 recover, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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## **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 CFR 200.323(b). When required by a participating agency, vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, vendor agrees that the total price, including profit, charged by the vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the vendors contract with AEPA.

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## **12. General Compliance with Participating Agencies**

In addition to the foregoing specific requirements, vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with 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.

**Complete** the table shown below, include both Yes/No and initial per certification requirement.

| Vendor Certification (By Item)                            | <u>Vendor Certification:</u><br>YES, I agree or<br>NO, I do NOT agree | Initial |
|---|---|---------|
| 1. Vendor Violation or Breach of Contract Terms           |   |         |
| 2. Termination for Cause of Convenience                   |   |         |
| 3. Equal Employment Opportunity                           |   |         |
| 4. Davis-Bacon Act  |   |         |
| 5. Contract Work Hours and Safety Standards               |   |         |
| 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        |   |         |

By signing below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Authorized Personnel

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

| <u>Customer Name</u> | <u>Street Address</u> | <u>City</u> | <u>State</u> | <u>Zip</u> | <u>PO #</u> | <u>Item #</u> | <u>Item Description</u> | <u>Manufacturer #</u> | <u>Qty</u> | <u>Extended Advertised Price</u> | <u>Extended AEPA Price</u> | <u>Savings</u> |
|----------------------|-----------------------|-------------|--------------|------------|-------------|---------------|-------------------------|-----------------------|------------|----------------------------------|----------------------------|----------------|
|----------------------|-----------------------|-------------|--------------|------------|-------------|---------------|-------------------------|-----------------------|------------|----------------------------------|----------------------------|----------------|

|                          |
|--------------------------|
| Total Purchases          |
| Total Administrative Fee |

## Questions for Bid IFB #018.5-C - Athletic Equipment & Supplies

### Question #1

We responded to IFB #018-C for Athletic Equipment & Supplies in October. This bid appears to be for the same categories. Can you please explain the difference between the two bids? Also, if we responded to the one due in October, do we need to respond to this one?

Jan 15, 2018 11:30:09 AM CST  
By: SCHOOL HEALTH CORP - mikek75

#### Answers

The AEPA IFB #018.5-C Bid for Athletic Equipment and Supplies is requesting responses on a revised mix of categories. In addition, responses will be evaluated through catalog discount pricing alone. There is no longer a request for market basket pricing. Yes, this bid is a new bid and vendors must respond in full to be considered. Previously submitted responses to past bids in this category will not be considered a response and will not be evaluated.

Jan 16, 2018 12:54:48 PM CST  
By: jeastes\_aepa

[Archive](#)

### Question #2

should this bid be submitted electronically as well as in paper form?

Jan 17, 2018 8:57:35 AM CST  
By: Qapla Enterprises Inc. - jamespetriello

#### Answers

AEPA Bids should be submitted only electronically through the Public Purchase web platform. For assistance in using Public Purchase, you may contact vendorsupport@publicpurchase.com.

Jan 17, 2018 1:00:14 PM CST  
By: jeastes\_aepa

[Archive](#)

### Question #3

Numerous pages on the state specific forms packet are corrupted and do not display/print correctly. specifically the NJ ones: 97,98,99,100,103,108,109,110,111,112,113,116. Is there another way to retrieve these pages?

Jan 17, 2018 9:31:54 AM CST  
By: Qapla Enterprises Inc. - jamespetriello

#### Answers

We apologize for the technical difficulty. We are working on fixing the issue and will notify all vendors when the pages are corrected.

Jan 17, 2018 1:01:51 PM CST  
By: jeastes\_aepa

[Archive](#)

### Question #4

We responded to IFB #018-C for Athletic Equipment & Supplies in October. Form F.1 is different the Header for columns before asked for an item name and number = listing each item line by line

Feb 11, 2018 1:10:01 PM CST  
By: Partac Peat Corporation - Partac



the new form DOES NOT ASK for item name, SKU unit of measure etc. Can I add columns to make it clear what we are bidding?  
Product Category Page# Product Description  
Manufacturer Vendor SKU Unit of Measure Catalog List Price Bid Discount Percentage Discount Amt. Net Effective Bid Price Comments  
VS new bid: Catalog Title Catalog Date Manufacturer Sub Category Catalog URL Catalog Expiration Date MFG List Price Discount % Net Cost Shipping Fees Discount available entire category Y/N

Answers

AEPA will evaluate the pricing information based on the responses submitted in Form F, as published. Bidders are welcome to include additional pricing on a separate page in the response package.

Feb 13, 2018 5:40:02 PM CST  
By: jeastes\_aepa

[Archive](#)

[View Bid](#)

## Bid IFB #018.5-C - Athletic Equipment & Supplies Addendum #1 - Addendum

Information Deleted: Deleted

Information Added: Added

Bid Type IFB  
 Bid Number 018.5-C  
 Title Athletic Equipment & Supplies  
 Start Date Jan 11, 2018 1:10:45 PM CST  
 End Date Feb 26, 2018 12:30:00 PM CST  
 Agency Association of Educational Purchasing Agencies  
 Bid Contact Nita Werner  
 (307) 351-7116  
 nwerner@newboces.com  
 410 N Miller Avenue  
 Gillette, WY 82633

### Description

AEPA is seeking to partner with Manufacturers, Distributors and Dealers who are qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment to all participating member states (up to 26) necessary to:

1. Provide membership with highly discounted pricing on athletic equipment and supplies of all types.
2. Provide a program which covers a comprehensive selection of athletic equipment, including but not limited to the list below.

Examples of the athletic and sports field equipment and related products suggested for proposal through this IFB process include, but are not limited to, the following:

1. Archery
2. Baseball & Softball
3. Basketball
4. Field & Ice Hockey
5. Field & Track
6. Football
7. Golf
8. Gymnastics
9. Martial Arts
10. Physical Education
11. Soccer
12. Swimming & Pool
13. Tennis
14. Volleyball
15. Wrestling

### Bid & Contract Timeline:

|   |  |
|---|--|
| January 11, 2018                                | Publication of IFB available through Public Purchase. Notification will also be posted to the AEPA website, <a href="http://www.aepacoop.org">www.aepacoop.org</a> . |
| January 31, 2018                                | Pre-Bid Conference Call (optional)   |
| February 12, 2018                               | Deadline for questions from Bidders  |
| February 26, 2018 - 1:30 pm EST                 | Deadline for Bid Submittals and Bid Reading via Public Purchase  |
| March 29, 2018                                  | Contract Recommendations posted on Public Purchase and the AEPA website, <a href="http://www.aepacoop.org">www.aepacoop.org</a>                                      |
| April 16, 2018                                  | AEPA Approval of bids  |
| April 17, 2018                                  | Vendor Partner's submit required documentation to Member Agencies  |
| No later than May 1, 2018, to February 28, 2019 | Initial contract term (up to fifteen months) – See Term of Contract and Extensions in General Terms & Conditions   |
| March 1, 2019 - 2022                            | Annual contract renewal dates subject to approval by AEPA  |

### Pre-Bid Conference

Date: Jan 31, 2018 10:00:00 AM CST  
 Location: Voluntary Pre-Bid Conference Call  
 Notes: AEPA will host a voluntary pre-bid conference call on Wednesday, January 31, 2018, 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-Bid Conference Call Schedule – Wednesday, January 31 2018

Public Purchase: Bid IFB #018.5-C - Athletic Equipment & Supplies - Addendum # 1

| IFB                                     | Eastern  | Central  | Mountain | Pacific |
|---|----------|----------|----------|---------|
| 018.5-C Athletic Equipment and Supplies | 11:00 AM | 10:00 AM | 9:00 AM  | 8:00 AM |

Conference Call Number: 248-209-2400  
 Conference Call Code: \*0102087#

No Attachments

Documents

| Name  | Posting Date                      | Acceptance |
|---|-----------------------------------|------------|
|  Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment     | Jan 11, 2018 8:32:00 AM CST       | Yes        |
|  Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and S   | Jan 11, 2018 12:09:48 PM CST      | Yes        |
|  Part C - Member Agency (State) Terms and Conditions - AEPA IFB      | Jan 11, 2018 05:32:44:06 AM 02 PM | Yes        |
|  Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and    | Jan 11, 2018 8:32:22 AM CST       | Yes        |
|  Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and    | Jan 11, 2018 8:32:38 AM CST       | Yes        |
|  Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C      | Jan 11, 2018 8:32:59 AM CST       | Yes        |
|  Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C | Jan 11, 2018 12:09:52 PM CST      | Yes        |
|  Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic E    | Jan 11, 2018 8:33:31 AM CST       | Yes        |
|  Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic    | Jan 11, 2018 8:33:54 AM CST       | Yes        |
|  Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and     | Jan 11, 2018 8:34:03 AM CST       | Yes        |
|  Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic E    | Jan 11, 2018 8:34:22 AM CST       | Yes        |
|  AEPA Vendor Quarterly Report Template.pdf                           | Jan 11, 2018 8:34:25 AM CST       | Yes        |

[Return to Bid](#)

Customer Support: [agency-support@publicpurchase.com](mailto:agency-support@publicpurchase.com) | Copyright 1999-2018 © | The Public Group, LLC. All rights reserved.



**Bid IFB #018.5-C - Athletic Equipment & Supplies  
Addendum #2 - Addendum**

Information Deleted: Deleted

Information Added: Added

Bid Type IFB  
 Bid Number 018.5-C  
 Title Athletic Equipment & Supplies  
 Start Date Jan 11, 2018 1:10:45 PM CST  
 End Date Feb 26, 2018 12:30:00 PM CST  
 Agency Association of Educational Purchasing Agencies  
 Bid Contact Nita Werner  
 (307) 351-7116  
 nwerner@newboces.com  
 410 N Miller Avenue  
 Gillette, WY 82633

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6. Football
7. Golf
8. Gymnastics
9. Martial Arts
10. Physical Education
11. Soccer
12. Swimming & Pool
13. Tennis
14. Volleyball
15. Wrestling

**Bid & Contract Timeline:**

|   |  |
|---|--|
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 Voluntary Pre-Bid Conference Call Schedule – Wednesday, January 31 2018

Public Purchase: Bid IFB #018.5-C - Athletic Equipment & Supplies - Addendum # 2

| IFB                                     | Eastern  | Central  | Mountain | Pacific |
|---|----------|----------|----------|---------|
| 018.5-C Athletic Equipment and Supplies | 11:00 AM | 10:00 AM | 9:00 AM  | 8:00 AM |

Conference Call Number: 248-209-2400  
 Conference Call Code: \*0102087#

No Attachments

Documents

| Name  | Posting Date  | Acceptance |
|---|---|------------|
| Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment   | Jan 11, 2018 8:32:00 AM CST                                 | Yes        |
| Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and S | Jan <del>11</del> 19, 2018 <del>129:09</del> 34:48 PM-55 Al | Yes        |
| Part C - Member Agency (State) Terms and Conditions - AEPA IFB    | Jan 18, 2018 5:44:02 PM CST                                 | Yes        |
| Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and  | Jan 11, 2018 8:32:22 AM CST                                 | Yes        |
| Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and  | Jan 11, 2018 8:32:38 AM CST                                 | Yes        |
| Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C    | Jan 11, 2018 8:32:59 AM CST                                 | Yes        |
| Form C - Company Info. and Service Questionnaire - AEPA IFB 01    | Jan <del>11</del> 19, 2018 <del>129:09</del> 35:52 PM-00 Al | Yes        |
| Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic E  | Jan 11, 2018 8:33:31 AM CST                                 | Yes        |
| Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic  | Jan 11, 2018 8:33:54 AM CST                                 | Yes        |
| Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and   | Jan 11, 2018 8:34:03 AM CST                                 | Yes        |
| Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic E  | Jan 11, 2018 8:34:22 AM CST                                 | Yes        |
| AEPA Vendor Quarterly Report Template.pdf                         | Jan 11, 2018 8:34:25 AM CST                                 | Yes        |

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## Bid IFB #018.5-C - Athletic Equipment & Supplies Addendum #3 - Addendum

Information Deleted: Deleted

Information Added: Added

Bid Type IFB  
 Bid Number 018.5-C  
 Title Athletic Equipment & Supplies  
 Start Date Jan 11, 2018 1:10:45 PM CST  
 End Date Feb 26, 2018 12:30:00 PM CST  
 Agency Association of Educational Purchasing Agencies  
 Bid Contact Nita Werner  
 (307) 351-7116  
 nwerner@newboces.com  
 410 N Miller Avenue  
 Gillette, WY 82633

### Description

AEPA is seeking to partner with Manufacturers, Distributors and Dealers who are qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment to all participating member states (up to 26) necessary to:

1. Provide membership with highly discounted pricing on athletic equipment and supplies of all types.
2. Provide a program which covers a comprehensive selection of athletic equipment, including but not limited to the list below.

Examples of the athletic and sports field equipment and related products suggested for proposal through this IFB process include, but are not limited to, the following:

1. Archery
2. Baseball & Softball
3. Basketball
4. Field & Ice Hockey
5. Field & Track
6. Football
7. Golf
8. Gymnastics
9. Martial Arts
10. Physical Education
11. Soccer
12. Swimming & Pool
13. Tennis
14. Volleyball
15. Wrestling

### Bid & Contract Timeline:

|   |  |
|---|--|
| January 11, 2018                                | Publication of IFB available through Public Purchase. Notification will also be posted to the AEPA website, <a href="http://www.aepacoop.org">www.aepacoop.org</a> . |
| January 31, 2018                                | Pre-Bid Conference Call (optional)   |
| February 12, 2018                               | Deadline for questions from Bidders  |
| February 26, 2018 - 1:30 pm EST                 | Deadline for Bid Submittals and Bid Reading via Public Purchase  |
| March 29, 2018                                  | Contract Recommendations posted on Public Purchase and the AEPA website, <a href="http://www.aepacoop.org">www.aepacoop.org</a>                                      |
| April 16, 2018                                  | AEPA Approval of bids  |
| April 17, 2018                                  | Vendor Partner's submit required documentation to Member Agencies  |
| No later than May 1, 2018, to February 28, 2019 | Initial contract term (up to fifteen months) – See Term of Contract and Extensions in General Terms & Conditions   |
| March 1, 2019 - 2022                            | Annual contract renewal dates subject to approval by AEPA  |

### Pre-Bid Conference

Date: Jan 31, 2018 10:00:00 AM CST  
 Location: Voluntary Pre-Bid Conference Call  
 Notes: AEPA will host a voluntary pre-bid conference call on Wednesday, January 31, 2018, 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-Bid Conference Call Schedule – Wednesday, January 31 2018

Public Purchase: Bid IFB #018.5-C - Athletic Equipment & Supplies - Addendum # 3

| IFB                                     | Eastern  | Central  | Mountain | Pacific |
|---|----------|----------|----------|---------|
| 018.5-C Athletic Equipment and Supplies | 11:00 AM | 10:00 AM | 9:00 AM  | 8:00 AM |

Conference Call Number: 248-209-2400  
 Conference Call Code: \*0102087#0295663#

No Attachments

Documents

| Name  | Posting Date                | Acceptance |
|---|-----------------------------|------------|
|  Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment     | Jan 11, 2018 8:32:00 AM CST | Yes        |
|  Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and S   | Jan 19, 2018 9:34:55 AM CST | Yes        |
|  Part C - Member Agency (State) Terms and Conditions - AEPA IFB      | Jan 18, 2018 5:44:02 PM CST | Yes        |
|  Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and    | Jan 11, 2018 8:32:22 AM CST | Yes        |
|  Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and    | Jan 11, 2018 8:32:38 AM CST | Yes        |
|  Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C      | Jan 11, 2018 8:32:59 AM CST | Yes        |
|  Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C | Jan 19, 2018 9:35:00 AM CST | Yes        |
|  Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic E    | Jan 11, 2018 8:33:31 AM CST | Yes        |
|  Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic    | Jan 11, 2018 8:33:54 AM CST | Yes        |
|  Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and     | Jan 11, 2018 8:34:03 AM CST | Yes        |
|  Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic E    | Jan 11, 2018 8:34:22 AM CST | Yes        |
|  AEPA Vendor Quarterly Report Template.pdf                           | Jan 11, 2018 8:34:25 AM CST | Yes        |

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**From:** [Public Purchase](#)  
**To:** [Lisa Truax](#)  
**Subject:** Public Purchase - IFB #018.5-C - Athletic Equipment & Supplies Closed Notification  
**Date:** Monday, February 26, 2018 12:30:13 PM

---



Lisa Truax

The bid IFB #018.5-C - Athletic Equipment & Supplies has closed on Feb 26, 2018  
12:30:00 PM CST

To see more details on this bid go to

<http://www.publicpurchase.com/gems/bid/bidView?bidId=89804>

Thank you for using Public Purchase.

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**Public Purchase Support Team**  
Email: [support@publicpurchase.com](mailto:support@publicpurchase.com)  
Website: [www.publicpurchase.com](http://www.publicpurchase.com)

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MK: UmmP/0dKBAf11Su8VreQMg==



# Notifications Report

Agency  
Bid Number  
Bid Title

Association of Educational Purchasing Agencies  
018.5-C  
Athletic Equipment & Supplies

| Vendor Name                       | State | Invitation     | Date                | Email                             | Reason                |
|-----------------------------------|-------|----------------|---------------------|-----------------------------------|-----------------------|
| 2nd Wind Exercise Equipment Inc   | MN    | Classification | 2018-01-11 12:27:04 | tmaynard@2ndwindexercise.com      | Bid Notification      |
| 2nd Wind Exercise Equipment Inc   | MN    | Classification | 2018-01-16 11:54:48 | tmaynard@2ndwindexercise.com      | Bid Answer            |
| 2nd Wind Exercise Equipment Inc   | MN    | Classification | 2018-01-17 12:00:14 | tmaynard@2ndwindexercise.com      | Bid Answer            |
| 2nd Wind Exercise Equipment Inc   | MN    | Classification | 2018-01-17 12:01:51 | tmaynard@2ndwindexercise.com      | Bid Answer            |
| 2nd Wind Exercise Equipment Inc   | MN    | Classification | 2018-01-18 16:57:00 | tmaynard@2ndwindexercise.com      | Addendum Notification |
| 2nd Wind Exercise Equipment Inc   | MN    | Classification | 2018-01-19 08:50:02 | tmaynard@2ndwindexercise.com      | Addendum Notification |
| 2nd Wind Exercise Equipment Inc   | MN    | Classification | 2018-01-30 13:36:00 | tmaynard@2ndwindexercise.com      | Addendum Notification |
| 2nd Wind Exercise Equipment Inc   | MN    | Classification | 2018-02-13 16:40:02 | tmaynard@2ndwindexercise.com      | Bid Answer            |
| 4imprint                          | WI    | Classification | 2018-01-11 12:27:04 | bids@4imprint.com                 | Bid Notification      |
| Alert Services, Inc.              | TX    | Classification | 2018-02-13 16:40:02 | orders@alertservices.com          | Bid Answer            |
| Alert Services, Inc.              | TX    | Classification | 2018-02-16 10:48:40 | orders@alertservices.com          | Bid Notification      |
| All American Tracks Corp          | OH    | Classification | 2018-01-11 12:27:04 | allamericantracks@gmail.com       | Bid Notification      |
| ALLIED BUILDING PRODUCTS          | NJ    | Classification | 2018-01-11 12:27:04 | miki.reinier@alliedbuilding.com   | Bid Notification      |
| Allstate Peterbilt Group          | WI    | Classification | 2018-01-11 12:27:04 | jsemingson@wdlaron.com            | Bid Notification      |
| ALUMINUM ATHLETIC EQUIPMENT CO    | PA    | Classification | 2018-01-11 12:27:04 | DAN.MCCANN@MYAAEWORLD.COM         | Bid Notification      |
| ALUMINUM ATHLETIC EQUIPMENT CO    | PA    | Classification | 2018-01-16 11:54:48 | DAN.MCCANN@MYAAEWORLD.COM         | Bid Answer            |
| ALUMINUM ATHLETIC EQUIPMENT CO    | PA    | Classification | 2018-01-17 12:00:14 | DAN.MCCANN@MYAAEWORLD.COM         | Bid Answer            |
| ALUMINUM ATHLETIC EQUIPMENT CO    | PA    | Classification | 2018-01-17 12:01:51 | DAN.MCCANN@MYAAEWORLD.COM         | Bid Answer            |
| ALUMINUM ATHLETIC EQUIPMENT CO    | PA    | Classification | 2018-01-18 16:57:00 | DAN.MCCANN@MYAAEWORLD.COM         | Addendum Notification |
| ALUMINUM ATHLETIC EQUIPMENT CO    | PA    | Classification | 2018-01-19 08:50:02 | DAN.MCCANN@MYAAEWORLD.COM         | Addendum Notification |
| ALUMINUM ATHLETIC EQUIPMENT CO    | PA    | Classification | 2018-01-30 13:36:00 | DAN.MCCANN@MYAAEWORLD.COM         | Addendum Notification |
| ALUMINUM ATHLETIC EQUIPMENT CO    | PA    | Classification | 2018-02-13 16:40:02 | DAN.MCCANN@MYAAEWORLD.COM         | Bid Answer            |
| American Awards & Promotions      | WI    | Classification | 2018-01-11 12:27:04 | sales@AmericanAwardsOnline.com    | Bid Notification      |
| American Business Forms, INC      | MN    | Classification | 2018-01-11 12:27:04 | LCRAWFORD@AMERICANBUS.COM         | Bid Notification      |
| Bill Fritz Sports Corporation     | NC    | Self Invited   | 2018-01-30 13:36:00 | bfritz@billfritzsports.com        | Addendum Notification |
| Bill Fritz Sports Corporation     | NC    | Self Invited   | 2018-02-13 16:40:02 | bfritz@billfritzsports.com        | Bid Answer            |
| Blacktop Repair Service, Inc.     | MN    | Classification | 2018-01-11 12:27:04 | u_m_a_c@comcast.net               | Bid Notification      |
| Blacktop Repair Service, Inc.     | MN    | Classification | 2018-01-16 11:54:48 | u_m_a_c@comcast.net               | Bid Answer            |
| Blacktop Repair Service, Inc.     | MN    | Classification | 2018-01-17 12:00:14 | u_m_a_c@comcast.net               | Bid Answer            |
| Blacktop Repair Service, Inc.     | MN    | Classification | 2018-01-17 12:01:51 | u_m_a_c@comcast.net               | Bid Answer            |
| Blacktop Repair Service, Inc.     | MN    | Classification | 2018-01-18 16:57:00 | u_m_a_c@comcast.net               | Addendum Notification |
| Blacktop Repair Service, Inc.     | MN    | Classification | 2018-01-19 08:50:02 | u_m_a_c@comcast.net               | Addendum Notification |
| Blacktop Repair Service, Inc.     | MN    | Classification | 2018-01-30 13:36:00 | u_m_a_c@comcast.net               | Addendum Notification |
| Blacktop Repair Service, Inc.     | MN    | Classification | 2018-02-13 16:40:02 | u_m_a_c@comcast.net               | Bid Answer            |
| Bliss Products and Services, Inc. | GA    | Self Invited   | 2018-01-30 13:36:00 | kristen@blissproducts.com         | Addendum Notification |
| Bliss Products and Services, Inc. | GA    | Self Invited   | 2018-02-13 16:40:02 | kristen@blissproducts.com         | Bid Answer            |
| Blue Moose Apparel                | TX    | Classification | 2018-01-11 12:27:04 | BID@BLUEMOOSETEES.COM             | Bid Notification      |
| BLUE RIBBON STYLES CO.            | IL    | Classification | 2018-01-11 12:27:04 | AMANDA@BLUERIBBONSTYLES.COM       | Bid Notification      |
| Bootcamp Fitness Shop, LLC        | AZ    | Classification | 2018-01-11 12:27:04 | contactus@bootcampfitnessshop.com | Bid Notification      |
| Botach Inc.                       | CA    | Classification | 2018-01-11 12:27:04 | chushim@Botach.com                | Bid Notification      |
| Brown & Bigelow, Inc              | FL    | Classification | 2018-01-11 12:27:04 | mryba@brownandbigelow.com         | Bid Notification      |
| BSN Sports & US Games             | TX    | Classification | 2018-01-11 12:27:04 | bsnbid@bsnsports.com              | Bid Notification      |
| Cabela's                          | NE    | Classification | 2018-01-11 12:27:04 | Egovpro@cabelas.com               | Bid Notification      |
| Caledonia Contractors             | VA    | Self Invited   | 2018-01-30 13:36:00 | caledonia.contractors@gmail.com   | Addendum Notification |
| Caledonia Contractors             | VA    | Self Invited   | 2018-02-13 16:40:02 | caledonia.contractors@gmail.com   | Bid Answer            |
| Conner Athletic Products          | IA    | Classification | 2018-01-11 12:27:04 | jconner@power-lift.com            | Bid Notification      |
| ConServ Flag Company              | NE    | Classification | 2018-01-11 12:27:04 | conservflag@conservflag.com       | Bid Notification      |
| ConServ Flag Company              | NE    | Classification | 2018-01-16 11:54:48 | conservflag@conservflag.com       | Bid Answer            |
| ConServ Flag Company              | NE    | Classification | 2018-01-17 12:00:14 | conservflag@conservflag.com       | Bid Answer            |
| ConServ Flag Company              | NE    | Classification | 2018-01-17 12:01:51 | conservflag@conservflag.com       | Bid Answer            |
| ConServ Flag Company              | NE    | Classification | 2018-01-18 16:57:00 | conservflag@conservflag.com       | Addendum Notification |
| ConServ Flag Company              | NE    | Classification | 2018-01-19 08:50:02 | conservflag@conservflag.com       | Addendum Notification |
| ConServ Flag Company              | NE    | Classification | 2018-01-30 13:36:00 | conservflag@conservflag.com       | Addendum Notification |
| ConServ Flag Company              | NE    | Classification | 2018-02-13 16:40:02 | conservflag@conservflag.com       | Bid Answer            |
| Costco Wholesale 1125             | MN    | Classification | 2018-01-11 12:27:04 | w01125mk02@costco.com             | Bid Notification      |
| Costco Wholesale 1125             | MN    | Classification | 2018-01-16 11:54:48 | w01125mk02@costco.com             | Bid Answer            |
| Costco Wholesale 1125             | MN    | Classification | 2018-01-17 12:00:14 | w01125mk02@costco.com             | Bid Answer            |
| Costco Wholesale 1125             | MN    | Classification | 2018-01-17 12:01:51 | w01125mk02@costco.com             | Bid Answer            |
| Costco Wholesale 1125             | MN    | Classification | 2018-01-18 16:57:00 | w01125mk02@costco.com             | Addendum Notification |
| Costco Wholesale 1125             | MN    | Classification | 2018-01-19 08:50:02 | w01125mk02@costco.com             | Addendum Notification |
| Costco Wholesale 1125             | MN    | Classification | 2018-01-30 13:36:00 | w01125mk02@costco.com             | Addendum Notification |
| Costco Wholesale 1125             | MN    | Classification | 2018-02-13 16:40:02 | w01125mk02@costco.com             | Bid Answer            |
| Creations Plus                    | NY    | Classification | 2018-01-11 12:27:04 | bids@econocrafts.com              | Bid Notification      |
| Crescent Products Inc.            | MN    | Classification | 2018-01-11 12:27:04 | brent@zebramats.com               | Bid Notification      |

|  |    |                |                     |                                    |                       |
|--|----|----------------|---------------------|------------------------------------|-----------------------|
| DMB Academics                          | IL | Classification | 2018-01-11 12:27:04 | diane@dmbacademics.com             | Bid Notification      |
| Dysart Taylor                          | MO | Self Invited   | 2018-01-30 13:36:00 | lboe@dysarttaylor.com              | Addendum Notification |
| Dysart Taylor                          | MO | Self Invited   | 2018-02-13 16:40:02 | lboe@dysarttaylor.com              | Bid Answer            |
| Eastbay, INC                           | WI | Classification | 2018-01-11 12:27:04 | frank.white@eastbay.com            | Bid Notification      |
| Eco Works Supply                       | MN | Classification | 2018-01-11 12:27:04 | jay@ecoworkssupply.com             | Bid Notification      |
| Electra-Med Corporation                | MI | Self Invited   | 2018-01-19 08:50:02 | dana@electramed.com                | Addendum Notification |
| Electra-Med Corporation                | MI | Self Invited   | 2018-01-30 13:36:00 | dana@electramed.com                | Addendum Notification |
| Electra-Med Corporation                | MI | Self Invited   | 2018-02-13 16:40:02 | dana@electramed.com                | Bid Answer            |
| ePromos                                | MN | Classification | 2018-01-11 12:27:04 | paul.kosloske@epromos.com          | Bid Notification      |
| Fitness On Demand                      | MN | Classification | 2018-01-11 12:27:04 | akrienke@fitnessondemand247.com    | Bid Notification      |
| Flanagan Sales Inc.                    | MN | Classification | 2018-01-11 12:27:04 | wecanhelp@flanagansales.com        | Bid Notification      |
| Fore Supply Company                    | AZ | Classification | 2018-01-11 12:27:04 | BrianK@foresupply.com              | Bid Notification      |
| FR Girls of Texas                      | TX | Classification | 2018-01-11 12:27:04 | casie@froftexas.com                | Bid Notification      |
| FR Girls of Texas                      | TX | Classification | 2018-02-13 16:40:02 | casie@froftexas.com                | Bid Answer            |
| Game Time Sports Systems, LLC          | IL | Classification | 2018-01-11 12:27:04 | d.stern@gametimesportssystems.com  | Bid Notification      |
| GearGrid LLC                           | MN | Classification | 2018-01-11 12:27:04 | jeffa@geargrid.com                 | Bid Notification      |
| GMES, LLC                              | MO | Classification | 2018-01-11 12:27:04 | BRYAN@GMESUPPLY.COM                | Bid Notification      |
| GTM Sportswear                         | KS | Classification | 2018-01-11 12:27:04 | christie.wyckoff@igtm.com          | Bid Notification      |
| GTM SPORTSWEAR                         | KS | Classification | 2018-01-11 12:27:04 | gtmbids@igtm.com                   | Bid Notification      |
| GTM SPORTSWEAR                         | KS | Classification | 2018-01-30 13:36:00 | gtmbids@igtm.com                   | Addendum Notification |
| GTM SPORTSWEAR                         | KS | Classification | 2018-02-13 16:40:02 | mhk-gtmbids@hanes.com              | Bid Answer            |
| Haldeman Homme                         | MN | Classification | 2018-01-11 12:27:04 | pfedje@andersonladd.com            | Bid Notification      |
| HALO Branded Solutions                 | IL | Classification | 2018-01-11 12:27:04 | lindsey.farnish@halo.com           | Bid Notification      |
| Heartland Chenille & Embroidery        | MO | Classification | 2018-01-11 12:27:04 | stan@dscando.com                   | Bid Notification      |
| Heartland Chenille & Embroidery        | MO | Classification | 2018-01-16 11:54:48 | stan@dscando.com                   | Bid Answer            |
| Heartland Chenille & Embroidery        | MO | Classification | 2018-01-17 12:00:14 | stan@dscando.com                   | Bid Answer            |
| Heartland Chenille & Embroidery        | MO | Classification | 2018-01-17 12:01:51 | stan@dscando.com                   | Bid Answer            |
| Heartland Chenille & Embroidery        | MO | Classification | 2018-01-18 16:57:00 | stan@dscando.com                   | Addendum Notification |
| Heartland Chenille & Embroidery        | MO | Classification | 2018-01-19 08:50:02 | stan@dscando.com                   | Addendum Notification |
| Heartland Chenille & Embroidery        | MO | Classification | 2018-01-30 13:36:00 | stan@dscando.com                   | Addendum Notification |
| Heartland Chenille & Embroidery        | MO | Classification | 2018-02-13 16:40:02 | stan@dscando.com                   | Bid Answer            |
| Heartline Fitness Products Inc         | MD | Self Invited   | 2018-02-13 16:40:02 | jason@heartlinefitness.com         | Bid Answer            |
| Hellas Construction, Inc.              | TX | Classification | 2018-01-11 12:27:04 | rhawley@hellasconstruction.com     | Bid Notification      |
| Henry Schein, Inc.                     | NY | Self Invited   | 2018-01-16 11:54:48 | biddept@henryschein.com            | Bid Answer            |
| Henry Schein, Inc.                     | NY | Self Invited   | 2018-01-17 12:00:14 | biddept@henryschein.com            | Bid Answer            |
| Henry Schein, Inc.                     | NY | Self Invited   | 2018-01-17 12:01:51 | biddept@henryschein.com            | Bid Answer            |
| Henry Schein, Inc.                     | NY | Self Invited   | 2018-01-18 16:57:00 | biddept@henryschein.com            | Addendum Notification |
| Henry Schein, Inc.                     | NY | Self Invited   | 2018-01-19 08:50:02 | biddept@henryschein.com            | Addendum Notification |
| Henry Schein, Inc.                     | NY | Self Invited   | 2018-01-30 13:36:00 | biddept@henryschein.com            | Addendum Notification |
| Henry Schein, Inc.                     | NY | Self Invited   | 2018-02-13 16:40:02 | biddept@henryschein.com            | Bid Answer            |
| Innovative Products, Inc.              | ND | Classification | 2018-01-11 12:27:04 | jim@mobility4kids.com              | Bid Notification      |
| International Promotional Ideas Inc.   | IL | Classification | 2018-01-11 12:27:04 | intl.ideas@sbcglobal.net           | Bid Notification      |
| Johnson Health Tech North America, Inc | WI | Classification | 2018-02-19 13:20:42 | matt.kehoe@matrixfitness.com       | Bid Notification      |
| JUST FOR KIX CATALOG                   | MN | Classification | 2018-01-11 12:27:04 | deedee@justforkix.com              | Bid Notification      |
| Kranos Corporation                     | IL | Classification | 2018-01-11 12:27:04 | rhaworth@schutt-sports.com         | Bid Notification      |
| Kranos Corporation                     | IL | Classification | 2018-01-16 11:54:48 | rhaworth@schutt-sports.com         | Bid Answer            |
| Kranos Corporation                     | IL | Classification | 2018-01-17 12:00:14 | rhaworth@schutt-sports.com         | Bid Answer            |
| Kranos Corporation                     | IL | Classification | 2018-01-17 12:01:51 | rhaworth@schutt-sports.com         | Bid Answer            |
| Kranos Corporation                     | IL | Classification | 2018-01-18 16:57:00 | rhaworth@schutt-sports.com         | Addendum Notification |
| Kranos Corporation                     | IL | Classification | 2018-01-19 08:50:02 | rhaworth@schutt-sports.com         | Addendum Notification |
| Kranos Corporation                     | IL | Classification | 2018-01-30 13:36:00 | rhaworth@schutt-sports.com         | Addendum Notification |
| Kranos Corporation                     | IL | Classification | 2018-02-13 16:40:02 | rhaworth@schutt-sports.com         | Bid Answer            |
| Legacy Team Sales                      | FL | Classification | 2018-01-11 12:27:04 | brandy@shoplts.com                 | Bid Notification      |
| Legacy Team Sales                      | FL | Classification | 2018-02-13 16:40:02 | brandy@shoplts.com                 | Bid Answer            |
| L&L Supplies                           | TX | Self Invited   | 2018-01-16 11:54:48 | swalker8585@gmail.com              | Bid Answer            |
| L&L Supplies                           | TX | Self Invited   | 2018-01-17 12:00:14 | swalker8585@gmail.com              | Bid Answer            |
| L&L Supplies                           | TX | Self Invited   | 2018-01-17 12:01:51 | swalker8585@gmail.com              | Bid Answer            |
| L&L Supplies                           | TX | Self Invited   | 2018-01-18 16:57:00 | swalker8585@gmail.com              | Addendum Notification |
| L&L Supplies                           | TX | Self Invited   | 2018-01-19 08:50:02 | swalker8585@gmail.com              | Addendum Notification |
| L&L Supplies                           | TX | Self Invited   | 2018-01-30 13:36:00 | swalker8585@gmail.com              | Addendum Notification |
| L&L Supplies                           | TX | Self Invited   | 2018-02-13 16:40:02 | swalker8585@gmail.com              | Bid Answer            |
| Metuchen Center Inc                    | NJ | Classification | 2018-01-11 12:27:04 | jreddington@gardenstateapparel.com | Bid Notification      |
| Metuchen Center Inc                    | NJ | Classification | 2018-02-13 16:40:02 | jreddington@gardenstateapparel.com | Bid Answer            |
| MFAC, LLC                              | RI | Classification | 2018-01-11 12:27:04 | mfathletic@mfathletic.com          | Bid Notification      |
| MFAC, LLC                              | RI | Classification | 2018-01-16 11:54:48 | mfathletic@mfathletic.com          | Bid Answer            |
| MFAC, LLC                              | RI | Classification | 2018-01-17 12:00:14 | mfathletic@mfathletic.com          | Bid Answer            |
| MFAC, LLC                              | RI | Classification | 2018-01-17 12:01:51 | mfathletic@mfathletic.com          | Bid Answer            |
| MFAC, LLC                              | RI | Classification | 2018-01-18 16:57:00 | mfathletic@mfathletic.com          | Addendum Notification |
| MFAC, LLC                              | RI | Classification | 2018-01-19 08:50:02 | mfathletic@mfathletic.com          | Addendum Notification |
| MFAC, LLC                              | RI | Classification | 2018-01-30 13:36:00 | mfathletic@mfathletic.com          | Addendum Notification |

|                               |    |                |                     |                                 |                       |
|-------------------------------|----|----------------|---------------------|---------------------------------|-----------------------|
| MFAC, LLC                     | RI | Classification | 2018-02-13 16:40:02 | mfathletic@mfathletic.com       | Bid Answer            |
| Midwest Playscapes, Inc.      | MN | Classification | 2018-01-11 12:27:04 | playscapes@earthlink.net        | Bid Notification      |
| Mueller Recreational Products | NE | Classification | 2018-01-11 12:27:04 | nick@muellers.com               | Bid Notification      |
| Nasco                         | WI | Classification | 2018-01-11 12:27:04 | quotes@enasco.com               | Bid Notification      |
| Nasco                         | WI | Classification | 2018-01-11 12:27:04 | quotes@enasco.com               | Bid Notification      |
| Nasco                         | WI | Classification | 2018-01-16 11:54:48 | quotes@enasco.com               | Bid Answer            |
| Nasco                         | WI | Classification | 2018-01-17 12:00:14 | quotes@enasco.com               | Bid Answer            |
| Nasco                         | WI | Classification | 2018-01-17 12:01:51 | quotes@enasco.com               | Bid Answer            |
| Nasco                         | WI | Classification | 2018-01-18 16:57:00 | quotes@enasco.com               | Addendum Notification |
| Nasco                         | WI | Classification | 2018-01-19 08:50:02 | quotes@enasco.com               | Addendum Notification |
| Nasco                         | WI | Classification | 2018-01-30 13:36:00 | quotes@enasco.com               | Addendum Notification |
| Nasco                         | WI | Classification | 2018-02-13 16:40:02 | quotes@enasco.com               | Bid Answer            |
| Neff Motivation, Inc          | OH | Classification | 2018-01-11 12:27:04 | bhesson@neffco.com              | Bid Notification      |
| Neff Motivation, Inc          | OH | Classification | 2018-01-16 11:54:48 | bhesson@neffco.com              | Bid Answer            |
| Neff Motivation, Inc          | OH | Classification | 2018-01-17 12:00:14 | bhesson@neffco.com              | Bid Answer            |
| Neff Motivation, Inc          | OH | Classification | 2018-01-17 12:01:51 | bhesson@neffco.com              | Bid Answer            |
| Neff Motivation, Inc          | OH | Classification | 2018-01-18 16:57:00 | bhesson@neffco.com              | Addendum Notification |
| Neff Motivation, Inc          | OH | Classification | 2018-01-19 08:50:02 | bhesson@neffco.com              | Addendum Notification |
| Neff Motivation, Inc          | OH | Classification | 2018-01-30 13:36:00 | bhesson@neffco.com              | Addendum Notification |
| Neff Motivation, Inc          | OH | Classification | 2018-02-13 16:40:02 | bhesson@neffco.com              | Bid Answer            |
| N.G.E. Inc.                   | IA | Classification | 2018-01-11 12:27:04 | tony@mathoist.com               | Bid Notification      |
| Onvia                         | WA | Self Invited   | 2018-01-30 13:36:00 | sourcemanagement2@onvia.com     | Addendum Notification |
| Onvia                         | WA | Self Invited   | 2018-02-13 16:40:02 | sourcemanagement2@onvia.com     | Bid Answer            |
| Optics Planet, Inc.           | IL | Classification | 2018-01-11 12:27:04 | registrations@opticsplanet.com  | Bid Notification      |
| Parrilla Sports Apparel, LLC  | FL | Classification | 2018-01-11 12:27:04 | parrillasportsapparel@gmail.com | Bid Notification      |
| Parrilla Sports Apparel, LLC  | FL | Classification | 2018-01-30 13:36:00 | parrillasportsapparel@gmail.com | Addendum Notification |
| Parrilla Sports Apparel, LLC  | FL | Classification | 2018-02-13 16:40:02 | parrillasportsapparel@gmail.com | Bid Answer            |
| Partac Peat Corporation       | NJ | Classification | 2018-01-11 12:27:04 | denise@partac.com               | Bid Notification      |
| Partac Peat Corporation       | NJ | Classification | 2018-01-16 11:54:48 | denise@partac.com               | Bid Answer            |
| Partac Peat Corporation       | NJ | Classification | 2018-01-17 12:00:14 | denise@partac.com               | Bid Answer            |
| Partac Peat Corporation       | NJ | Classification | 2018-01-17 12:01:51 | denise@partac.com               | Bid Answer            |
| Partac Peat Corporation       | NJ | Classification | 2018-01-18 16:57:00 | denise@partac.com               | Addendum Notification |
| Partac Peat Corporation       | NJ | Classification | 2018-01-19 08:50:02 | denise@partac.com               | Addendum Notification |
| Partac Peat Corporation       | NJ | Classification | 2018-01-30 13:36:00 | denise@partac.com               | Addendum Notification |
| Partac Peat Corporation       | NJ | Classification | 2018-02-13 16:40:02 | denise@partac.com               | Bid Answer            |
| PEPPM                         | PA | Classification | 2018-01-12 07:34:03 | mcarollo@peppm.org              | Bid Notification      |
| Pioneer Manufacturing Company | OH | Classification | 2018-02-22 09:20:24 | dford@pioneerathletics.com      | Bid Notification      |
| Pocket Full of Therapy        | NJ | Classification | 2018-01-11 12:27:04 | orders@pfot.com                 | Bid Notification      |
| Power Systems, Inc.           | TN | Classification | 2018-01-11 12:27:04 | biddepartment@power-systems.com | Bid Notification      |
| Power Systems, Inc.           | TN | Classification | 2018-01-16 11:54:48 | biddepartment@power-systems.com | Bid Answer            |
| Power Systems, Inc.           | TN | Classification | 2018-01-17 12:00:14 | biddepartment@power-systems.com | Bid Answer            |
| Power Systems, Inc.           | TN | Classification | 2018-01-17 12:01:51 | biddepartment@power-systems.com | Bid Answer            |
| Power Systems, Inc.           | TN | Classification | 2018-01-18 16:57:00 | biddepartment@power-systems.com | Addendum Notification |
| Power Systems, Inc.           | TN | Classification | 2018-01-19 08:50:02 | biddepartment@power-systems.com | Addendum Notification |
| Power Systems, Inc.           | TN | Classification | 2018-01-30 13:36:00 | biddepartment@power-systems.com | Addendum Notification |
| Power Systems, Inc.           | TN | Classification | 2018-02-13 16:40:02 | biddepartment@power-systems.com | Bid Answer            |
| Practice Sports, Inc.         | NE | Classification | 2018-01-11 12:27:04 | chad@practicesports.com         | Bid Notification      |
| Professional Vision Design    | IL | Classification | 2018-01-11 12:27:04 | mahliyo@pvdpromo.com            | Bid Notification      |
| Promotional Designs, Inc.     | WI | Classification | 2018-01-11 12:27:04 | brian@promotionaldesigns.com    | Bid Notification      |
| PRO TUFF DECALS               | IL | Classification | 2018-01-11 12:27:04 | ken@protuffdecals.com           | Bid Notification      |
| Push Pedal Pull               | SD | Classification | 2018-01-11 12:27:04 | jostby@pushpedalpull.com        | Bid Notification      |
| PUSH PEDAL PULL               | SD | Classification | 2018-01-11 12:27:04 | tpedersen@pushpedalpull.com     | Bid Notification      |
| PUSH PEDAL PULL               | SD | Classification | 2018-01-16 11:54:48 | tpedersen@pushpedalpull.com     | Bid Answer            |
| PUSH PEDAL PULL               | SD | Classification | 2018-01-17 12:00:14 | tpedersen@pushpedalpull.com     | Bid Answer            |
| PUSH PEDAL PULL               | SD | Classification | 2018-01-17 12:01:51 | tpedersen@pushpedalpull.com     | Bid Answer            |
| PUSH PEDAL PULL               | SD | Classification | 2018-01-18 16:57:00 | tpedersen@pushpedalpull.com     | Addendum Notification |
| PUSH PEDAL PULL               | SD | Classification | 2018-01-19 08:50:02 | tpedersen@pushpedalpull.com     | Addendum Notification |
| PUSH PEDAL PULL               | SD | Classification | 2018-01-30 13:36:00 | tpedersen@pushpedalpull.com     | Addendum Notification |
| PUSH PEDAL PULL               | SD | Classification | 2018-02-13 16:40:02 | tpedersen@pushpedalpull.com     | Bid Answer            |
| Qapla Enterprises Inc.        | NY | Classification | 2018-01-17 08:41:11 | office@4-guardian.com           | Bid Notification      |
| Qapla Enterprises Inc.        | NY | Classification | 2018-01-17 12:00:14 | office@4-guardian.com           | Bid Answer            |
| Qapla Enterprises Inc.        | NY | Classification | 2018-01-17 12:01:51 | office@4-guardian.com           | Bid Answer            |
| Qapla Enterprises Inc.        | NY | Classification | 2018-01-18 16:57:00 | office@4-guardian.com           | Addendum Notification |
| Qapla Enterprises Inc.        | NY | Classification | 2018-01-19 08:50:02 | office@4-guardian.com           | Addendum Notification |
| Qapla Enterprises Inc.        | NY | Classification | 2018-01-30 13:36:00 | office@4-guardian.com           | Addendum Notification |
| Qapla Enterprises Inc.        | NY | Classification | 2018-02-13 16:40:02 | office@4-guardian.com           | Bid Answer            |
| R.A.D. Corp.                  | MA | Classification | 2018-01-11 12:27:04 | amd@radsports.com               | Bid Notification      |
| RECREATION SUPPLY COMPANY     | ND | Classification | 2018-01-11 12:27:04 | bids@recsupply.com              | Bid Notification      |
| Recreonics, Inc.              | KY | Classification | 2018-01-11 12:27:04 | aquatics@recreonics.com         | Bid Notification      |
| Recreonics, Inc.              | KY | Classification | 2018-01-16 11:54:48 | aquatics@recreonics.com         | Bid Answer            |

|                                  |    |                |                     |                                  |                       |
|----------------------------------|----|----------------|---------------------|----------------------------------|-----------------------|
| Recreonics, Inc.                 | KY | Classification | 2018-01-17 12:00:14 | aquatics@recreonics.com          | Bid Answer            |
| Recreonics, Inc.                 | KY | Classification | 2018-01-17 12:01:51 | aquatics@recreonics.com          | Bid Answer            |
| Recreonics, Inc.                 | KY | Classification | 2018-01-18 16:57:00 | aquatics@recreonics.com          | Addendum Notification |
| Recreonics, Inc.                 | KY | Classification | 2018-01-19 08:50:02 | aquatics@recreonics.com          | Addendum Notification |
| Recreonics, Inc.                 | KY | Classification | 2018-01-30 13:36:00 | aquatics@recreonics.com          | Addendum Notification |
| Recreonics, Inc.                 | KY | Classification | 2018-02-13 16:40:02 | aquatics@recreonics.com          | Bid Answer            |
| RIDDELL                          | OH | Classification | 2018-01-11 12:27:04 | jbrady@riddellsales.com          | Bid Notification      |
| RIDDELL                          | OH | Classification | 2018-01-16 11:54:48 | jbrady@riddellsales.com          | Bid Answer            |
| RIDDELL                          | OH | Classification | 2018-01-17 12:00:14 | jbrady@riddellsales.com          | Bid Answer            |
| RIDDELL                          | OH | Classification | 2018-01-17 12:01:51 | jbrady@riddellsales.com          | Bid Answer            |
| RIDDELL                          | OH | Classification | 2018-01-18 16:57:00 | jbrady@riddellsales.com          | Addendum Notification |
| RIDDELL                          | OH | Classification | 2018-01-19 08:50:02 | jbrady@riddellsales.com          | Addendum Notification |
| RIDDELL                          | OH | Classification | 2018-01-30 13:36:00 | jbrady@riddellsales.com          | Addendum Notification |
| RIDDELL                          | OH | Classification | 2018-02-13 16:40:02 | jbrady@riddellsales.com          | Bid Answer            |
| Royal Media Network Inc.         | MD | Classification | 2018-01-11 12:27:04 | lorence@royalimagingolutions.com | Bid Notification      |
| Royal Media Network INC          | MD | Classification | 2018-01-11 12:27:04 | Mica@royalimagingolutions.com    | Bid Notification      |
| ROYAL MEDIA NETWORK INC          | MD | Classification | 2018-01-11 12:27:04 | mae@royalimagingolutions.com     | Bid Notification      |
| Sarkar Tactical, Inc.            | TX | Classification | 2018-01-11 12:27:04 | chris@sarkartactical.com         | Bid Notification      |
| SCHOOL HEALTH CORP               | IL | Classification | 2018-01-11 12:27:04 | bids@schoolhealth.com            | Bid Notification      |
| SCHOOL HEALTH CORP               | IL | Classification | 2018-01-16 11:54:48 | bids@schoolhealth.com            | Bid Answer            |
| SCHOOL HEALTH CORP               | IL | Classification | 2018-01-17 12:00:14 | bids@schoolhealth.com            | Bid Answer            |
| SCHOOL HEALTH CORP               | IL | Classification | 2018-01-17 12:01:51 | bids@schoolhealth.com            | Bid Answer            |
| SCHOOL HEALTH CORP               | IL | Classification | 2018-01-18 16:57:00 | bids@schoolhealth.com            | Addendum Notification |
| SCHOOL HEALTH CORP               | IL | Classification | 2018-01-19 08:50:02 | bids@schoolhealth.com            | Addendum Notification |
| SCHOOL HEALTH CORP               | IL | Classification | 2018-01-30 13:36:00 | bids@schoolhealth.com            | Addendum Notification |
| SCHOOL HEALTH CORP               | IL | Classification | 2018-02-13 16:40:02 | bids@schoolhealth.com            | Bid Answer            |
| School Specialty                 | WI | Classification | 2018-01-11 12:27:04 | bidnotices@schoolspecialty.com   | Bid Notification      |
| School Specialty                 | WI | Classification | 2018-01-16 11:54:48 | bidnotices@schoolspecialty.com   | Bid Answer            |
| School Specialty                 | WI | Classification | 2018-01-17 12:00:14 | bidnotices@schoolspecialty.com   | Bid Answer            |
| School Specialty                 | WI | Classification | 2018-01-17 12:01:51 | bidnotices@schoolspecialty.com   | Bid Answer            |
| School Specialty                 | WI | Classification | 2018-01-18 16:57:00 | bidnotices@schoolspecialty.com   | Addendum Notification |
| School Specialty                 | WI | Classification | 2018-01-19 08:50:02 | bidnotices@schoolspecialty.com   | Addendum Notification |
| School Specialty                 | WI | Classification | 2018-01-30 13:36:00 | bidnotices@schoolspecialty.com   | Addendum Notification |
| School Specialty                 | WI | Classification | 2018-02-13 16:40:02 | bidnotices@schoolspecialty.com   | Bid Answer            |
| Shay Enterprise                  | WA | Self Invited   | 2018-01-16 11:54:48 | tshayenterprise@gmail.com        | Bid Answer            |
| Shay Enterprise                  | WA | Self Invited   | 2018-01-17 12:00:14 | tshayenterprise@gmail.com        | Bid Answer            |
| Shay Enterprise                  | WA | Self Invited   | 2018-01-17 12:01:51 | tshayenterprise@gmail.com        | Bid Answer            |
| Shay Enterprise                  | WA | Self Invited   | 2018-01-18 16:57:00 | tshayenterprise@gmail.com        | Addendum Notification |
| Shay Enterprise                  | WA | Self Invited   | 2018-01-19 08:50:02 | tshayenterprise@gmail.com        | Addendum Notification |
| Shay Enterprise                  | WA | Self Invited   | 2018-01-30 13:36:00 | tshayenterprise@gmail.com        | Addendum Notification |
| Shay Enterprise                  | WA | Self Invited   | 2018-02-13 16:40:02 | tshayenterprise@gmail.com        | Bid Answer            |
| Shree Laxmi, Inc.                | CT | Classification | 2018-01-11 12:27:04 | slibiz@gmail.com                 | Bid Notification      |
| SNA Sports Group                 | MI | Classification | 2018-01-11 12:27:04 | amy@snsportsgroup.com            | Bid Notification      |
| Sportdecals, Inc.                | IL | Classification | 2018-01-11 12:27:04 | mschafer@sportdecals.com         | Bid Notification      |
| Sport Resource Group             | MN | Classification | 2018-01-11 12:27:04 | chris@sportresourcegroup.com     | Bid Notification      |
| S&S Worldwide                    | CT | Classification | 2018-01-11 12:27:04 | bids@ssww.com                    | Bid Notification      |
| S&S Worldwide                    | CT | Classification | 2018-01-16 11:54:48 | bids@ssww.com                    | Bid Answer            |
| S&S Worldwide                    | CT | Classification | 2018-01-17 12:00:14 | bids@ssww.com                    | Bid Answer            |
| S&S Worldwide                    | CT | Classification | 2018-01-17 12:01:51 | bids@ssww.com                    | Bid Answer            |
| S&S Worldwide                    | CT | Classification | 2018-01-18 16:57:00 | bids@ssww.com                    | Addendum Notification |
| S&S Worldwide                    | CT | Classification | 2018-01-19 08:50:02 | bids@ssww.com                    | Addendum Notification |
| S&S Worldwide                    | CT | Classification | 2018-01-30 13:36:00 | bids@ssww.com                    | Addendum Notification |
| S&S Worldwide                    | CT | Classification | 2018-02-13 16:40:02 | bids@ssww.com                    | Bid Answer            |
| Tennis Outlet, Inc               | TX | Classification | 2018-01-11 12:27:04 | niki.atennisoutlet@gmail.com     | Bid Notification      |
| The Education Cooperative        | MA | Classification | 2018-01-11 12:27:04 | jpreble@tec-coop.org             | Bid Notification      |
| The Library Store, Inc.          | IL | Classification | 2018-01-11 12:27:04 | districtbids@thelibrarystore.com | Bid Notification      |
| The Prophet Corporation          | MN | Classification | 2018-01-11 12:27:04 | bids@gophersport.com             | Bid Notification      |
| The Prophet Corporation          | MN | Classification | 2018-01-16 11:54:48 | bids@gophersport.com             | Bid Answer            |
| The Prophet Corporation          | MN | Classification | 2018-01-17 12:00:14 | bids@gophersport.com             | Bid Answer            |
| The Prophet Corporation          | MN | Classification | 2018-01-17 12:01:51 | bids@gophersport.com             | Bid Answer            |
| The Prophet Corporation          | MN | Classification | 2018-01-18 16:57:00 | bids@gophersport.com             | Addendum Notification |
| The Prophet Corporation          | MN | Classification | 2018-01-19 08:50:02 | bids@gophersport.com             | Addendum Notification |
| The Prophet Corporation          | MN | Classification | 2018-01-30 13:36:00 | bids@gophersport.com             | Addendum Notification |
| The Prophet Corporation          | MN | Classification | 2018-02-13 16:40:02 | bids@gophersport.com             | Bid Answer            |
| Toledo Physical Education Supply | OH | Classification | 2018-01-11 12:27:04 | dmetzger@tpesonline.com          | Bid Notification      |
| Toledo Physical Education Supply | OH | Classification | 2018-01-16 11:54:48 | dmetzger@tpesonline.com          | Bid Answer            |
| Toledo Physical Education Supply | OH | Classification | 2018-01-17 12:00:14 | dmetzger@tpesonline.com          | Bid Answer            |
| Toledo Physical Education Supply | OH | Classification | 2018-01-17 12:01:51 | dmetzger@tpesonline.com          | Bid Answer            |
| Toledo Physical Education Supply | OH | Classification | 2018-01-18 16:57:00 | dmetzger@tpesonline.com          | Addendum Notification |
| Toledo Physical Education Supply | OH | Classification | 2018-01-19 08:50:02 | dmetzger@tpesonline.com          | Addendum Notification |

|                                  |    |                |                     |                              |                       |
|----------------------------------|----|----------------|---------------------|------------------------------|-----------------------|
| Toledo Physical Education Supply | OH | Classification | 2018-01-30 13:36:00 | dmetzger@tpesonline.com      | Addendum Notification |
| Toledo Physical Education Supply | OH | Classification | 2018-02-13 16:40:02 | dmetzger@tpesonline.com      | Bid Answer            |
| TOP LINE RECREATION, INC.        | FL | Self Invited   | 2018-01-16 11:54:48 | info@toplinerec.com          | Bid Answer            |
| TOP LINE RECREATION, INC.        | FL | Self Invited   | 2018-01-17 12:00:14 | info@toplinerec.com          | Bid Answer            |
| TOP LINE RECREATION, INC.        | FL | Self Invited   | 2018-01-17 12:01:51 | info@toplinerec.com          | Bid Answer            |
| TOP LINE RECREATION, INC.        | FL | Self Invited   | 2018-01-18 16:57:00 | info@toplinerec.com          | Addendum Notification |
| TOP LINE RECREATION, INC.        | FL | Self Invited   | 2018-01-19 08:50:02 | info@toplinerec.com          | Addendum Notification |
| TOP LINE RECREATION, INC.        | FL | Self Invited   | 2018-01-30 13:36:00 | info@toplinerec.com          | Addendum Notification |
| TOP LINE RECREATION, INC.        | FL | Self Invited   | 2018-02-13 16:40:02 | info@toplinerec.com          | Bid Answer            |
| Vigil Companies, Ltd             | MN | Classification | 2018-01-11 12:27:04 | lizzu@bokoobikes.com         | Bid Notification      |
| VS Athletics                     | CA | Classification | 2018-01-11 12:27:04 | Carl@VSathletics.com         | Bid Notification      |
| Western Services LLC             | WY | Classification | 2018-01-11 12:27:04 | doug_westernservices@vcn.com | Bid Notification      |
| Wittek Golf Supply               | IL | Classification | 2018-01-11 12:27:04 | scopley@wittekgolf.com       | Bid Notification      |
| Xenith LLC                       | MI | Classification | 2018-02-19 11:13:43 | cjohnson@xenith.com          | Bid Notification      |

**Access Report**

**Agency**  
**Bid Number**  
**Bid Title**

**Association of Educational Purchasing Agencies**  
**018.5-C**  
**Athletic Equipment & Supplies**

| Vendor Name   | Accessed First Time     | Most Recent Access      | Documents   | Most Recent Response Date |
|---|-------------------------|-------------------------|---|---------------------------|
| Parrilla Sports Apparel, LLC  | 2018-01-23 08:47 AM CST | 2018-01-23 08:48 AM CST | Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf<br>Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf  |                           |
| S&S Worldwide   | 2018-01-12 11:16 AM CST | 2018-01-31 07:41 AM CST | AEPA Vendor Quarterly Report Template.pdf<br>Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.compressed.pdf<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf  |                           |
| RECREATION SUPPLY COMPANY   | 2018-01-11 01:31 PM CST | 2018-01-11 01:31 PM CST |   |                           |
| Sport Resource Group  | 2018-01-11 02:41 PM CST | 2018-01-12 09:38 AM CST |   |                           |
| COLORADO TIME SYSTEMS   | 2018-02-22 11:30 AM CST | 2018-02-26 11:18 AM CST | Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.com....pdf<br>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx  |                           |
| ACCO Brands USA LLC   | 2018-01-23 10:22 AM CST | 2018-01-23 10:22 AM CST |   |                           |
| The Prophet Corporation   | 2018-01-12 09:36 AM CST | 2018-01-12 10:25 AM CST | Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf  |                           |
| Grand Cayon Minority Contractors Association and ISqFt Planroom Partnership | 2018-01-11 11:48 PM CST | 2018-01-11 11:48 PM CST |   |                           |
| Qapla Enterprises Inc.  | 2018-01-17 08:39 AM CST | 2018-02-05 02:42 PM CST | Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.com....pdf<br>AEPA Vendor Quarterly Report Template.pdf<br>Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.compressed.pdf<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf | 2018-02-05 02:42 PM CST   |
| 2nd Wind Exercise Equipment Inc   | 2018-01-12 07:28 AM CST | 2018-01-30 02:37 PM CST | Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf  |                           |
| Power Systems, Inc.   | 2018-01-11 01:35 PM CST | 2018-01-11 01:35 PM CST | Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx   |                           |
| Dysart Taylor   | 2018-01-23 10:56 AM CST | 2018-01-23 11:05 AM CST | Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.com....pdf<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf  |                           |
| K-Log Inc   | 2018-02-23 12:20 PM CST | 2018-02-23 12:20 PM CST |   |                           |
| Neff Motivation, Inc  | 2018-01-11 01:32 PM CST | 2018-01-31 02:25 PM CST | Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf   |                           |

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| GTM SPORTSWEAR            | 2018-01-15 09:47 AM CST | 2018-02-22 02:20 PM CST | <p>AEPA Vendor Quarterly Report Template.pdf</p> <p>Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx</p> <p>Form E - Discount &amp; Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Form B - Acceptance of Bid &amp; Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.com....pdf</p> <p>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf</p> <p>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf</p> <p>Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx</p>  |                         |
| The Library Store, Inc.   | 2018-01-11 01:34 PM CST | 2018-01-11 01:34 PM CST |  |                         |
| Onvia                     | 2018-01-22 06:14 PM CST | 2018-01-29 05:36 PM CST | <p>Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.pdf</p> <p>Form E - Discount &amp; Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf</p> <p>Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf</p> <p>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf</p> <p>Form B - Acceptance of Bid &amp; Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf</p> <p>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf</p> <p>AEPA Vendor Quarterly Report Template.pdf</p> <p>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf</p> <p>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.pdf</p> <p>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.com....pdf</p> <p>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf</p> <p>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf</p>  |                         |
| MFAC, LLC                 | 2018-01-12 07:44 AM CST | 2018-01-12 08:34 AM CST | <p>AEPA Vendor Quarterly Report Template.pdf</p> <p>Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx</p> <p>Form E - Discount &amp; Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Form B - Acceptance of Bid &amp; Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.compressed.pdf</p> <p>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf</p> <p>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx</p> <p>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf</p>  |                         |
| TOP LINE RECREATION, INC. | 2018-01-11 02:37 PM CST | 2018-01-11 02:38 PM CST | Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf   |                         |
| Partac Peat Corporation   | 2018-01-12 04:29 AM CST | 2018-02-26 12:26 PM CST | <p>AEPA Vendor Quarterly Report Template.pdf</p> <p>Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx</p> <p>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx</p> <p>Form E - Discount &amp; Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Form B - Acceptance of Bid &amp; Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.com....pdf</p> <p>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf</p> <p>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf</p> <p>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf</p>        | 2018-02-26 12:26 PM CST |
| Nasco                     | 2018-01-11 01:36 PM CST | 2018-02-14 07:29 AM CST | <p>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.com....pdf</p> <p>AEPA Vendor Quarterly Report Template.pdf</p> <p>Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx</p> <p>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx</p> <p>Form E - Discount &amp; Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Form B - Acceptance of Bid &amp; Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx</p> <p>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.compressed.pdf</p> <p>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf</p> <p>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf</p> |                         |

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| ALUMINUM ATHLETIC EQUIPMENT CO  | 2018-01-11 01:30 PM CST | 2018-01-17 01:51 PM CST | Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx<br>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf<br>Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.compressed.pdf<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf   |                         |
| Shay Enterprise                 | 2018-01-12 02:04 PM CST | 2018-01-12 02:05 PM CST | AEPA Vendor Quarterly Report Template.pdf<br>Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.compressed.pdf<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf  |                         |
| Heartline Fitness Products Inc  | 2018-02-13 08:29 AM CST | 2018-02-26 09:29 AM CST | Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx<br>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf   |                         |
| Dodge Data & Analytics          | 2018-01-12 10:36 AM CST | 2018-02-27 04:05 AM CST |   |                         |
| Bill Fritz Sports Corporation   | 2018-01-20 08:03 AM CST | 2018-01-20 08:04 AM CST | Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx   |                         |
| Heartland Chenille & Embroidery | 2018-01-11 03:44 PM CST | 2018-01-19 05:32 PM CST | Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf  |                         |
| RIDDELL                         | 2018-01-11 01:38 PM CST | 2018-02-22 07:34 AM CST | Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx<br>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.com....pdf<br>AEPA Vendor Quarterly Report Template.pdf<br>Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.compressed.pdf<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf | 2018-02-22 07:33 AM CST |
| BSN Sports & US Games           | 2018-02-03 01:33 PM CST | 2018-02-03 01:33 PM CST |   |                         |
| Costco Wholesale 1125           | 2018-01-16 08:58 AM CST | 2018-01-16 03:56 PM CST | Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf  |                         |
| AEPA PAEC                       | 2018-01-11 02:42 PM CST | 2018-01-11 02:42 PM CST |   |                         |
| Innovative Products, Inc.       | 2018-01-11 06:01 PM CST | 2018-01-11 06:01 PM CST |   |                         |
| Oakland Schools                 | 2018-01-30 02:11 PM CST | 2018-01-30 02:11 PM CST |   |                         |



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| Kranos Corporation                     | 2018-01-12 09:18 AM CST | 2018-02-16 08:15 AM CST | Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx<br>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.com....pdf<br>AEPA Vendor Quarterly Report Template.pdf<br>Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.compressed.pdf<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf | 2018-02-16 09:14 AM CST |
| School's In, LLC                       | 2018-02-20 11:46 AM CST | 2018-02-20 11:48 AM CST | AEPA Vendor Quarterly Report Template.pdf<br>Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.com....pdf<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf  |                         |
| Johnson Health Tech North America, Inc | 2018-02-19 12:21 PM CST | 2018-02-19 01:10 PM CST | Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.com....pdf<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf   |                         |
| Toledo Physical Education Supply       | 2018-01-16 09:45 AM CST | 2018-02-01 08:05 AM CST | Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf  |                         |
| Electra-Med Corporation                | 2018-01-19 08:36 AM CST | 2018-01-19 10:01 AM CST | Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx   |                         |
| PEPPM                                  | 2018-01-12 07:44 AM CST | 2018-01-12 07:44 AM CST |   |                         |
| Blacktop Repair Service, Inc.          | 2018-01-11 01:27 PM CST | 2018-01-11 01:28 PM CST | Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf  |                         |
| Henry Schein, Inc.                     | 2018-01-12 09:15 AM CST | 2018-01-17 11:45 AM CST | AEPA Vendor Quarterly Report Template.pdf<br>Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.compressed.pdf<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx  |                         |

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| SCHOOL HEALTH CORP                | 2018-01-12 07:36 AM CST | 2018-02-26 09:56 AM CST | Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.com....pdf<br>AEPA Vendor Quarterly Report Template.pdf<br>Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.compressed.pdf<br>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf | 2018-02-26 09:56 AM CST |
| Xenith LLC                        | 2018-02-19 11:38 AM CST | 2018-02-23 02:41 PM CST | Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx<br>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.com....pdf   | 2018-02-23 02:41 PM CST |
| JDR Management                    | 2018-02-15 09:55 AM CST | 2018-02-21 01:44 PM CST | Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf<br>AEPA Vendor Quarterly Report Template.pdf<br>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.com....pdf<br>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx<br>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx  |                         |
| Sportdecals, Inc.                 | 2018-02-19 03:54 PM CST | 2018-02-19 04:02 PM CST | Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx   |                         |
| Legacy Team Sales                 | 2018-02-09 09:51 AM CST | 2018-02-09 10:57 AM CST | Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf  |                         |
| Arcade Electronics, Inc           | 2018-01-30 03:03 PM CST | 2018-01-31 09:19 AM CST |   |                         |
| School Specialty                  | 2018-01-11 02:31 PM CST | 2018-02-22 11:56 AM CST | Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.com....pdf<br>AEPA Vendor Quarterly Report Template.pdf<br>Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.compressed.pdf<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf | 2018-02-22 11:52 AM CST |
| North America Procurement Council | 2018-02-19 08:16 AM CST | 2018-02-19 08:20 AM CST | Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf  |                         |
| SID Tool Company                  | 2018-01-19 09:05 AM CST | 2018-01-19 09:05 AM CST |   |                         |

|                                   |                         |                         |   |  |
|-----------------------------------|-------------------------|-------------------------|---|--|
| Metuchen Center Inc               | 2018-02-09 02:11 PM CST | 2018-02-09 02:17 PM CST | Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf<br>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx   |  |
| FR Girls of Texas                 | 2018-02-08 08:07 PM CST | 2018-02-08 08:08 PM CST | Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx   |  |
| Alert Services, Inc.              | 2018-02-02 01:15 PM CST | 2018-02-26 01:53 PM CST | Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>AEPA Vendor Quarterly Report Template.pdf<br>Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.com....pdf<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf  |  |
| Eco Works Supply                  | 2018-02-19 10:35 AM CST | 2018-02-19 10:37 AM CST | Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx  |  |
| Priscilla Emmerson, LLC           | 2018-01-19 03:42 PM CST | 2018-01-19 03:42 PM CST |   |  |
| L&L Supplies                      | 2018-01-12 02:04 PM CST | 2018-01-23 12:14 PM CST | Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.com....pdf<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>AEPA Vendor Quarterly Report Template.pdf<br>Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.compressed.pdf<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf |  |
| PUSH PEDAL PULL                   | 2018-01-11 02:42 PM CST | 2018-01-17 11:40 PM CST | Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf  |  |
| Advanced Starlight International  | 2018-02-27 09:20 AM CST | 2018-02-27 09:20 AM CST |   |  |
| VS Athletics                      | 2018-02-21 01:43 PM CST | 2018-02-21 01:43 PM CST |   |  |
| Fore Supply Company               | 2018-01-11 01:32 PM CST | 2018-01-11 01:32 PM CST |   |  |
| Bliss Products and Services, Inc. | 2018-01-24 12:27 PM CST | 2018-01-24 01:58 PM CST | AEPA Vendor Quarterly Report Template.pdf<br>Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.com....pdf<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf  |  |
| ConServ Flag Company              | 2018-01-11 03:08 PM CST | 2018-01-11 03:09 PM CST | Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx  |  |
| Caledonia Contractors             | 2018-01-19 12:02 PM CST | 2018-01-19 12:03 PM CST | Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx   |  |
| Recreonics, Inc.                  | 2018-01-11 01:39 PM CST | 2018-01-19 07:32 AM CST | Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx   |  |
| School Wholesale Supplies LLC     | 2018-01-25 11:23 PM CST | 2018-01-25 11:23 PM CST |   |  |

|                               |                         |                         |   |                         |
|-------------------------------|-------------------------|-------------------------|---|-------------------------|
| Pioneer Manufacturing Company | 2018-02-14 07:46 AM CST | 2018-02-26 10:55 AM CST | Uniform EDGAR Compliance Certification - AEPA 018.5-C Athletic Equipment and Supplies.docx<br>Form E - Discount & Pricing Schedule - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form D - Exceptions and Deviations - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form C - Company Info. and Service Questionnaire - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form B - Acceptance of Bid & Contract Award - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Form A - Bid Affidavit - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Bid Proposal Checklist - AEPA IFB 018.5-C Athletic Equipment and Supplies.docx<br>Part C - Member Agency (State) Terms and Conditions - AEPA IFB 018.5.com.....pdf<br>Part B Specifications - AEPA IFB 018.5-C Athletic Equipment and Supplies.pdf<br>Part A - Terms and Conditions - AEPA 018.5-C Athletic Equipment and Supplies.pdf<br>AEPA Vendor Quarterly Report Template.pdf<br>Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx | 2018-02-26 10:55 AM CST |
|-------------------------------|-------------------------|-------------------------|---|-------------------------|

**AEPA 018.5 - Bid Opening**

| Responding Company Names   | Bid Proposal Checklist<br>Complete: Y or N | Form A - Bid Affidavit<br>Signature and notarization | Form B - Acceptance of Bid & Contract Award<br>Signature required | Form C - Company Info & Service Questionnaire<br>Signature required | Form D - Exceptions & Deviations<br>Signature required | Form E - Discount & Pricing Schedules<br>Signature required | Form F - Discount & Pricing Workbook<br>Required Complete: Y or N | Form G - Marketbaskets (if applicable)<br>Required Complete: Y or N | Uniform Guidance "EDGAR" Certification<br>Signature Required | Letter of Credit/Annual Report<br>Y or N | State Specific Required Forms<br>Y or N | Warranties, Additional Services (Optional)<br>Y or N | Additional Discounts (Optional)<br>Y or N | Send to Bid Committee<br>Y or N |
|--|--|--|---|---|--|---|---|---|--|--|---|--|---|---------------------------------|
| <b>018.5-A MRO</b>   |  |  |   |   |  |   |   |   |  |  |   |  |   |                                 |
| <b>Best Plumbing Specialties</b><br>PO Box 30<br>Myersville, MD 21773                  | Y  | Y  | Y   | Y   | Y  | Y   | Y   | Y   | Y  | Y  | Y                                       | Y  |   | Y                               |
| <b>Distributors Hardware Inc.</b><br>8600 W. Bryn Mawr Ave<br>Chicago, IL 60631        | Y  | Y  | Y   | Y   | Y  | Y   | Y   | Y   | Y  | N  | N                                       |  |   | N                               |
| <b>018.5-B Career and Technical Education</b>  |  |  |   |   |  |   |   |   |  |  |   |  |   |                                 |
| <b>Midwest Shop Supplies</b><br>PO Box 3717<br>Sioux City, IA 51102                    | Y  | Y  | Y   | Y   | Y  | Y   | Y   |   | Y  | Y  | Y                                       | Y  |   | Y                               |
| <b>Pearson Education Inc.</b><br>330 Hudson St.<br>New York, NY 10013                  | Y  | N - not notarized                                    | Y   | Y   | Y  | Y   | N   |   | N - not complete   | Y  | N                                       |  |   | N                               |
| <b>018.5-C Athletic Equipment &amp; Supplies</b>                                       |  |  |   |   |  |   |   |   |  |  |   |  |   |                                 |
| <b>Kranos Corporation</b><br>710 S. Industrial Drive<br>Litchfield, IL 62056           | Y  | Y  | Y   | Y   | Y  | Y   | Y   |   | Y  | Y  | Y                                       |  |   | Y                               |
| <b>Partac Peat Corporation</b><br>1 Kelsey Park<br>Great Meadows, NJ 07838             | Y  | Y  | Y   | Y   | Y  | Y   | Y   |   | Y  | Y  | Y                                       |  |   | Y                               |
| <b>Pioneer Manufacturing Company</b><br>4529 Industrial Parkway<br>Cleveland, OH 44135 | Y  | Y  | Y   | Y   | Y  | Y   | Y   |   | Y  | N - credit score                         | Y                                       |  |   | N                               |
| <b>Qapla Enterprises</b><br>PO Box 680<br>Nyack, NY 10960                              | Y  | Y  | N   | Y   | Y  | Y   | N   |   | Y  | N  | Y                                       |  |   | N                               |
| <b>Riddell</b><br>7501 Performance Lane<br>Ridgeville, OH 44039                        | N  | N  | N   | Y   | Y  | Y   | Y   |   | Y  | N  | Y                                       |  |   | N                               |
| <b>School Health Corporation</b><br>865 Muirfield Drive<br>Hanover Park, IL 60133      | Y  | Y  | Y   | Y   | Y  | Y   | Y   |   | Y  | Y  | Y                                       |  |   | Y                               |
| <b>School Specialty</b><br>W6316 Design Drive<br>Greenville, WI 54942                  | Y  | Y  | Y   | Y   | Y  | Y   | Y   |   | Y  | Y  | Y                                       |  |   | Y                               |
| <b>Xenith LLC</b><br>1201 Woodward Ave<br>Detroit, MI 48226                            | N  | N  | N   | Y   | N - missing page                                       | N   | N   |   | Y  | N  | N                                       |  |   | N                               |

**Association of Educational Purchasing Agencies**  
**Tabulation Report IFB #018.5-C - Athletic Equipment &**  
**Supplies**  
**Vendor: Kranos Corporation**

**General Comments:**

**General Attachments:** 2018 Adams All Season Catalog\_BBSB.pdf  
2018 Adams All Season Catalog\_Football.pdf  
2018 Adams Football Softball Pricelist\_30% Off MSRP.xls  
2018 Schutt Baseball\_Softball Catalog.pdf  
2018 Schutt Football\_Catalog\_Proof\_spreads.pdf  
30\_MSRP\_2018\_SchuttBBSB\_Pricelist.xls  
30\_MSRP 2018 Schutt Institutional Football Pricelist.xlsx  
Certificates of Insurance- Kranos Corporation dba Schutt Sports.pdf  
Form A - Bid Affidavit - Kranos Corporation dba Schutt Sports.pdf  
Form B - Acceptance of Bid - Contract Award - Kranos Corporation dba Schutt Sports.pdf  
Form C - Company Info. and Service Questionnaire - Kranos Corporation dba Schutt Sports.pdf  
Form D - Exceptions and Deviations - Kranos Corporation dba Schutt Sports.pdf  
Form E - Discount - Pricing Schedule - Kranos Corporation dba Schutt Sports.pdf  
Form F - Pricing Schedule - Kranos Corporation dba Schutt Sports.xlsx  
Letter of Line of Credit- Kranos Corporation dba Schutt Sports.pdf  
State Specific Required Forms-Kranos Corporation dba Schutt Sports.pdf  
Uniform Guidance EDGAR Certification - Kranos Corporation dba Schutt Sports.pdf

**AEPA IFB #018.5-C Athletic Equipment and Supplies  
Form A - Bid Affidavit**

**Name of Bidder:** Kranos Corporation dba Schutt Sports

**Instructions:** This form must be signed by the Bidder's authorized representative and notarized below. The completed document must be scanned to a PDF format and uploaded to Public Purchase with the Bidder's proposal. If awarded, the Bidder is required to produce a copy of this document for each of the member agencies with which it contracts.

1. The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the bidder), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm 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 bidders, or with any official of the **Member Agency**, or any employee thereof, or any person, firm or corporation under contract with the **Member Agency** whereby the bidder, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid or is to pay to any other bidder or to any of the aforementioned persons anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement or agreement with any other bidder or bidders 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 bidder, 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 bidder, nor any officer, director, partner, member or associate of the bidder, nor any of its employees directly involved in obtaining contracts with the State of **Member Agency, 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 bidder or any person on his behalf has examined and understands the terms, conditions, 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 bidder will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, 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 bidder 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 in Forms B - F of these bid forms.

Rebecca Haworth  
Authorized Representative (Please print or type)

710 S. Industrial Drive  
Mailing Address

Bid Manager  
Title (Please print or type)

Litchfield, IL 62056  
City, State, Zip

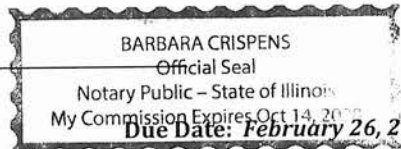
Signature of Authorized Representative

1-23-18                      217-324-2712 X2422  
Date                                      Phone

Subscribed and sworn to before me this 15<sup>th</sup> day of February 2018

Notary Public in and for County of Montgomery State of Illinois

My commission expires: Signature: Bob Crispens



**AEPA IFB #018.5-C Athletic Equipment and Supplies  
Form B – Acceptance of Bid & Contract Award**

**Name of Bidder:** Kranos Corporation dba Schutt Sports

**Instructions:** PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. The completed document must be scanned to a PDF format and uploaded to Public Purchase with the Bidder's proposal. If approved by AEPA, the Bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

**PART I: BIDDER**

In compliance with the Invitation For Bid (IFB), the undersigned warrants that I/we have examined the Instructions to Bidders, associated documents, and being familiar with all of the conditions surrounding the proposed projects, 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 and any written exceptions to the bid. 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.

Company Name Kranos Corporation dba Schutt Sports Date 1-23-18  
Company Address 710 S. Industiral Drive City Litchfield State IL Zip 62056  
Contact Person Rebecca Haworth Title Bid Manager  
Authorized Signature  Title Bid Manager  
Email Address rhaworth@schutt-sports.com Phone 217-324-2712 X 2422

**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 IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As 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. The intent of this contract is 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, 2019, unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency \_\_\_\_\_  
Agency Executive \_\_\_\_\_  
Awarded this \_\_\_\_\_ day of \_\_\_\_\_ Contract Number \_\_\_\_\_  
Contract to commence (Member Agency to select):  \_\_\_\_\_ or  May 1, 2018



**AEPA IFB #018.5-C Athletic Equipment and Supplies  
Form C – Company Information & Service Questionnaire**

Name of Bidder: Kranos Corporation dba Schutt Sports

**Company Information**

Company Name Kranos Corporation dba Schutt Sports Website www.schuttsports.com  
Company Address 710 S. Industrial Drive  
City Litchfield State IL Zip 62056  
Contact Person Rebecca Haworth Title Bid Manager  
Contact Phone 217-324-2712 X 2422 Contact Email rhaworth@schutt-sports.com

**Background**

*Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its own investigation of the company.*

This business is a: \_\_\_ public company  privately owned company.

In what year was this business started under its present name? 2007 \_\_\_\_\_

Under what other or former name(s) has your business operated? Schutt Sports

Is this business a corporation? \_\_\_ No  Yes. If Yes, please complete the following:

Date of incorporation: 12/03/2010 State of incorporation: Delaware

Name of President: Robert Erb

Name(s) of Vice President(s): Barbara Crispens

Name of Secretary: Eva Monica Kalawski

Name of Treasurer: Mary Ann Sigler

Is this business a partnership?  No \_\_\_ Yes. If yes, please complete the following:

Date of organization: \_\_\_\_\_ State founded: \_\_\_\_\_

Type of partnership, if applicable: \_\_\_\_\_

Name(s) of general partner(s): \_\_\_\_\_

Is this organization individually owned?  No \_\_\_ Yes. If yes, please complete the following:

Date of organization: \_\_\_\_\_ State founded: \_\_\_\_\_

Name of owner: \_\_\_\_\_

This organization is a form other than those identified above.  No  Yes.

If Yes, describe the company's format, year and state of origin, and names and titles of the principals. \_\_\_\_\_

### Company Headquarter Location

Company Address 710 S. Industrial Drive

City Litchfield State IL Zip 62056

Main Phone Number 217-324-2712 How long at this address? 19 Years

### Company Branch Locations

Branch Address 8 McFadden Road

City Easton State PA Zip 18045

Branch Address 2510 S. Broadway

City Salem State IL Zip 62881

Branch Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Branch Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

*If more branch locations, insert information here or add another sheet with above information.*

### Sales History

Provide your company's annual sales for 2015, 2016, 2017 YTD in the United States by the various public segments:

|   | 2015        | 2016        | 2017 YTD    |
|---|-------------|-------------|-------------|
| K-12 (public & private), Educational Service Agencies | >50,000,000 | >50,000,000 | >50,000,000 |
| Higher Education Institutions                         | >1,000,000  | >1,000,000  | >1,000,000  |
| Counties, Cities, Townships, Villages                 | >50,000,000 | >50,000,000 | >50,000,000 |
| States  | >10,000,000 | >10,000,000 | >10,000,000 |
| Other Public Sector & Non-profits                     | >10,000,000 | >10,000,000 | >10,000,000 |
| Private Sector  | >10,000,000 | >10,000,000 | >10,000,000 |
| <b>Total</b>  | >50,000,000 | >50,000,000 | >50,000,000 |

## Work Force

1. **Key Contacts and Providers:** Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

| Function                                      | Name              | Title            | Phone                 | Email  |
|---|-------------------|------------------|-----------------------|--|
| Contract Manager                              | Rebecca Haworth   | Bid Manager      | 217-324-2712<br>X2422 | <a href="mailto:rhaworth@schutt-sports.com">rhaworth@schutt-sports.com</a>   |
| Sales Manager                                 | Craig Schlichting | Regional Manager | 801-243-9222          | <a href="mailto:cschlict@schutt-sports.com">cschlict@schutt-sports.com</a>   |
| Customer & Support Manager                    | Peter Donohoe     | CS Manager       | 217-324-2712<br>X2120 | <a href="mailto:pdonohoe@schutt-sports.com">pdonohoe@schutt-sports.com</a>   |
| Distributors, Dealers, Installers, Sales Reps | Craig Schlichting | Regional Manager | 801-243-9222          | <a href="mailto:cschlict@schutt-sports.com">cschlict@schutt-sports.com</a>   |
| Consultants & Trainers                        | Rebecca Haworth   | Bid Manager      | 217-324-2712<br>X2422 | <a href="mailto:rhaworth@schutt-sports.com">rhaworth@schutt-sports.com</a>   |
| Technical, Maintenance & Support Services     | Rebecca Haworth   | Bid Manager      | 217-324-2712<br>X2422 | <a href="mailto:rhaworth@schutt-sports.com">rhaworth@schutt-sports.com</a>   |
| Quotes, Invoicing & Payments                  | Rebecca Haworth   | Bid Manager      | 217-324-2712<br>X2422 | <a href="mailto:rhaworth@schutt-sports.com">rhaworth@schutt-sports.com</a>   |
| Warranty & After the Sale                     | Peter Donohoe     | CS Manager       | 217-324-2712<br>X2120 | <a href="mailto:pdonohoe@schutt-sports.com">pdonohoe@schutt-sports.com</a>   |
| Financial Manager                             | Barbara Crispens  | VP Finance       | 217-324-2712          | <a href="mailto:bcrispens@schutt-sports.com">bcrispens@schutt-sports.com</a> |

2. **Sales Force:** Provide total number and location of salespersons employed by your company in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

| Number of Sales Reps | City | State |
|----------------------|------|-------|
| 2                    |      | AL    |
| 1                    |      | AK    |
| 2                    |      | AZ    |
| 1                    |      | AR    |
| 5                    |      | CA    |
| 2                    |      | CO    |
| 1                    |      | CT    |
| 1                    |      | DE    |
| 2                    |      | FL    |
| 2                    |      | GA    |
| 1                    |      | HI    |
| 2                    |      | ID    |
| 3                    |      | IL    |
| 3                    |      | IN    |
| 1                    |      | IA    |
| 2                    |      | KS    |
| 2                    |      | KY    |
| 2                    |      | LA    |
| 1                    |      | ME    |
| 1                    |      | MD    |
| 2                    |      | MA    |
| 2                    |      | MI    |
| 1                    |      | MN    |
| 2                    |      | MS    |
| 2                    |      | MO    |
| 1                    |      | MT    |

|   |  |    |
|---|--|----|
| 2 |  | NE |
| 2 |  | NV |
| 1 |  | NH |
| 1 |  | NJ |
| 1 |  | NM |
| 3 |  | NY |
| 2 |  | NC |
| 1 |  | ND |
| 2 |  | OH |
| 2 |  | OK |
| 2 |  | OR |
| 3 |  | PA |
| 1 |  | RI |
| 2 |  | SC |
| 1 |  | SD |
| 2 |  | TN |
| 5 |  | TX |
| 2 |  | UT |
| 1 |  | VT |
| 2 |  | VA |
| 2 |  | WA |
| 2 |  | WV |
| 2 |  | WI |
| 1 |  | WY |

3. **Service/Support and Distribution Centers:** Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

| Center Type  | City        | State |
|--------------|-------------|-------|
| Distribution | Litchfield  | IL    |
| Service      | Salem       | IL    |
| Service      | Easton      | PA    |
| Support      | Atlanta     | GA    |
| Support      | Boston      | MA    |
| Support      | Los Angeles | CA    |
| Support      | Litchfield  | IL    |

## Marketing

1. **Key Marketing Contact(s):** List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *(To insert more rows, hit the tab key from the last field in the Email column.)*

| Name              | Title            | Phone               | Email  |
|-------------------|------------------|---------------------|--|
| Craig Schlichting | Regional Manager | 801-243-9222        | <a href="mailto:cschlict@schutt-sports.com">cschlict@schutt-sports.com</a> |
| Rebecca Haworth   | Bid Manager      | 217-324-2712 X 2422 | <a href="mailto:rhaworth@schutt-sports.com">rhaworth@schutt-sports.com</a> |
| Kip Meyer         | General Manager  | 214-324-2712        | <a href="mailto:kmeyer@schutt-sports.com">kmeyer@schutt-sports.com</a>     |
|                   |                  |                     |  |

2. **Marketing Activities:** Describe how this company marketed its products and services to schools and other public sector audiences in Fiscal Year 2016-2017 (July 1 - June 30). List all conventions, conferences and other events at which this company exhibited. *Our company representatives meet one on one with high schools,*

colleges, and NFL teams around the nation. Our company sends out emails blasts to inform our customers when we have new product coming out. Social media also plays a key role in communicating to our customers. We attend several trade shows throughout the year including: Sports Inc., AFCA, Texas High School Association, NBS, ADA, AEMA as well as several local and state shows.

3. **Cooperative Marketing:** Describe ways in which this business can collaborate with Member Agencies in marketing the bid. At Schutt, we are involved in social media outlets (Facebook, Twitter and Instagram). We work with a marketing agency to promote important items. We have a staff of graphic designers that create a lot of our collateral and other forms of marketing material. Our staff would be able to help create items used in marketing for bid promotion purposes.
4. **Sales Training:** Explain how your company will educate your sales staff on the AEPA contract including timing, methods, etc. Our company holds two annual meetings as well as weekly calls. We will keep them updated through these sales calls and GoTo Meeting tranings. All staff will be made aware of the contract in a timely manner.

## Environmental Initiatives

Describe how your products and/or services support environmental goals. Our products are manufactured to produce the least amount of waste possible. We recycle materials such as metals, plastic and even the paint we use. We reuse as much of this materials in other products.

Describe the company's "green" objectives (i.e. LEED, reducing footprint, etc.). At Schutt, we do a great job in recycling. We recycle paper, plastic and other items. Our company has also cut down on printing as we use electronic statements.

## Independent Subcontractors, Distributors, Installers, etc.

If the Bidder is not the sole provider of all goods and services provided under this contract, the following must be answered:

1. **Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.
2. **Current Subcontractors, Distributors, Installers, Etc.:** Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the member agency states (listed in Part A of this IFB). Include, if applicable, contractor license information and the state(s) wherein they are eligible to provide services on behalf of this business.

## Disclosures

1. Letter of Line of Credit or Annual Financial Report (REQUIRED): Attach a letter from the business's chief financial institution indicating the current line of credit available in its name and evidence of financial stability for the past three calendar years (2014, 2015 and 2016). This letter should state the line of credit as a range (ie. "credit in the low six figures" or "a credit line exceeding five figures"). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter.
2. Legal: Does this business have actions currently filed against it? X No \_\_\_\_\_ Yes.

If Yes, AN ATTACHMENT IS REQUIRED: List and explain current actions such as Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

## References

Provide contact information of your company's ten largest public agency customers:

| Agency                               | Name           | Title                            | Phone Number    | Email                              |
|--------------------------------------|----------------|----------------------------------|-----------------|------------------------------------|
| 1. Los Angeles Rams                  | Jim Lake       | Head Equipment Manager           | 818-540-2016    | jlake@rams.nfl.com                 |
| 2. New York Giants                   | Joseph Skiba   | Equipment Manager                | 201-939-5791    | Joe.skiba@giants.nfl.net           |
| 3. University of South Carolina      | Todd Hewitt    | Director of Equipment Operations | 213-740-7862    | thewitt@usc.edu                    |
| 4. UCLA                              | Brendan Burger | Director of Equipment Operations | 310-825-8699    | bburger@athletics.ucla.edu         |
| 5. Hazelwood Central School District | Van Vanetta    | Athletic Director                | 314-953-5436    | vvanatta@hazelwoodschoools.org     |
| 6. ESBOCES                           | Laurie Conley  | Purchasing Administrator         | 631-687-3160    | lconley@esboces.org                |
| 7. James Madison University          | Kelly Hill     | Procurement Services Admin       | 540-568-3151    | hillkr@jmu.edu                     |
| 8. McKinney ISD                      | Connie Dowell  | Budget Manager                   | 469-302-4182    | cdowell@mckinneyisd.net            |
| 9. MCCS Marine Corps-US Marine Corps | Sierra Jones   | Contract Specialist              | 011-81-970-2885 | sierra.jones@okinawa.usmc-mccs.org |
| 10. Jefferson Parish Schools         | Carl Nini      | Director of Athletics and PE     | 504-349-8645    | Carl.nini@jppss.k12.la.us          |

## Service Questionnaire

Respond to Yes/No and choice questions by using an (X). If a text reply is required, respond in the space below. Scan this form and any attachment pages into a single document and convert to a PDF file. The scanned PDF file must be uploaded to Public Purchase with the Bidder's proposal. As part of evaluating the Bidder's qualifications, the following is being requested and the Bidder is forewarned failure to respond and/or meet the minimum specifications in these areas, may deem their response as non-responsive.

- The following chart indicates which AEPA Member States intend to participate in this bid category. Please place an "X" in response to questions in the last three (3) columns. **Note: A Bidder must be willing and able to deliver the proposed products and/or services to ninety (90%) of the participating AEPA Member States.**

| AEPA Member States | Participating in this bid category? | Has the bidding company sold products/services in these states for the past three (3) years? | If awarded, which states does the bidding company propose to sell in? | Indicate which states the bidding company has sales reps, distributors or dealers in. |
|--------------------|-------------------------------------|--|---|---|
| California         | Yes                                 | X  | X   | X   |
| Colorado           | Yes                                 | X  | X   | X   |
| Connecticut        | Yes                                 | X  | X   | X   |
| Florida            | Yes                                 | X  | X   | X   |
| Indiana            | Yes                                 | X  | X   | X   |
| Iowa               | Yes                                 | X  | X   | X   |
| Kansas             | Yes                                 | X  | X   | X   |
| Kentucky           | Yes                                 | X  | X   | X   |

|               |     |                                     |                                     |                                     |
|---------------|-----|-------------------------------------|-------------------------------------|-------------------------------------|
| Massachusetts | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Michigan      | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Minnesota     | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Missouri      | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Montana       | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Nebraska      | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| New Jersey    | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| New Mexico    | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| North Dakota  | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Ohio          | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Oregon        | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Pennsylvania  | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Texas         | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Virginia      | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Washington    | No  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| West Virginia | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Wisconsin     | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Wyoming       | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

2. **e-Commerce:** Does this company have an e-commerce website?  Yes  No

If Yes, what is the website? www.schuttstore.com

3. **Customer and Support Service:**

- a. Does this company have online customer support options?  Yes  No
- b. Does this company have a toll-free customer support phone option?  Yes  No
- c. Does this company offer local customer and support service options?  Yes  No
- d. Describe the type, level, availability and location(s) of your customer and support service options, including number of dedicated customer/support staff and hours of operation. 9 CS reps in Litchfield, IL corporate offices. Hours of operation are 8am-4:30pm central time. We have representatives all over the US available to answer questions or set up meetings.

4. **Training:** If applicable, does this company offer customer training for the products and services sold?

Yes  No

If Yes, describe what types/kinds of training you offer, the venues where training occurs and the location(s) of your trainers, include number of staff dedicated to training and their qualifications and hours of operation.

We can provide phone, web, and on-site training. We also attend several trade shows where our product is showcased. Our training staff consists of 60 sales representatives and 4 regional managers that are qualified to train. Availability is open.

**Pricing:**

- a. Is your pricing methodology guaranteed for the term of the contract?  Yes  No
- b. Will you offer customized price lists to Participating Entities as required per the Pricing terms of Part A?  Yes  No
- c. Will you offer hot list pricing (optional) as described in the Pricing terms of Part A?  Yes  No

d. Will you offer Volume Price Discounts as described in the Pricing terms of Part A? X\_\_\_\_\_ Yes \_\_\_\_\_ No

5. **Competitiveness:** In order for your bid to be considered, your company must offer AEPA prices that are equal to or lower than what your company offers to individual customers and/or cooperatives with equal to or lower volume. Is the pricing that is proposed to AEPA equal to or lower than pricing offered to individual customers and/or cooperatives with equal to or lower volume?

Yes \_\_\_\_\_ No

Indicate which of the following apply and the **level of competitive range** you are offering in response to this IFB.

X\_\_\_\_\_ Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

\_\_\_\_\_ Pricing is LESS THAN individual customer and/or cooperatives. Lower by \_\_\_\_\_%

6. **Cooperative Contracts:** Does your company currently have contracts with other cooperatives (local, regional, state, national)? X\_ Yes \_\_\_\_\_ No

If Yes, identify which cooperative and the respective expiration date(s). ESBOCES, NY-12/31/18, Region 7 TX 9/1/18.

If Yes, and your company is awarded an AEPA contract, which contract will you lead with in marketing and sales representative presentations (sales calls)? AEPA will be the contract of choice to lead with in our presentations and marketing strategies.

7. **Administrative Fee:** Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

|   |   |
|---|---|
|   | The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.                    |
| X | The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price. |
|   | The pricing for the products and/or services includes all (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.   |

8. **Shipping & Handling: Orders that are \$50.00 or more shall include free shipping and handling.** What is the flat rate your company will charge, regardless of where shipped in the continental United States, for orders less than \$50.00? \$ 9.99

9. **Product Returns:** Does your company have a return policy?  Yes \_\_\_\_\_ No

If Yes, describe your return policy and if you charge a restocking fee, what is it? (AEPA allows up to 15% for supplies and up to 25% for equipment). 15% restocking fee for all supplies and equipment. Custom items are not returnable.

10. **Payment Terms:** Will you offer AEPA Buyer's a quick pay discount? \_\_\_\_\_ Yes  No

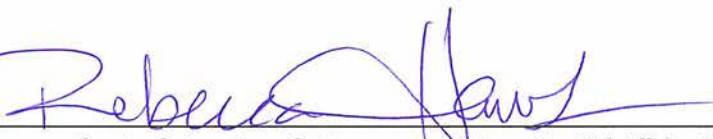
If Yes, what is the discount? \_\_\_\_\_% Net \_\_\_\_\_

11. **Leasing:** Do you offer leasing arrangements under this bid? \_\_\_\_\_ Yes  No



12. If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

| Responsibilities of an AEPA Vendor Partner   | Yes, indicate with an "X" | No, indicate with an "X" |
|--|---------------------------|--------------------------|
| 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 working knowledge of the contract.   | X                         |                          |
| 2. Train and educate sales staff on what the AEPA cooperative contract is 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.    | X                         |                          |
| 3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.   | X                         |                          |
| 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.  | X                         |                          |
| 5. On a quarterly basis, 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.   | X                         |                          |
| 6. On a quarterly basis, complete the online Vendor Partner sales report for each Member Agency.   | X                         |                          |
| 7. Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.   | X                         |                          |
| 8. Attend two (2) AEPA meetings each year (see page 9 in Part A)   | X                         |                          |
| 9. Participate in national and local conference trade shows to promote the AEPA contracts including, 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). | X                         |                          |
| 10. Increase sales over the term of the contract with all participating AEPA Member Agencies.  | X                         |                          |

Signature 

\*Must be same authorized signature that appears on Form A – Bid Affidavit and Form B – Acceptance of Bid & Contract Award.

## AEPA IFB #018.5-C Athletic Equipment and Supplies Form D – Exceptions and Deviations

Name of Bidder: Kranos Corporation dba Schutt Sports

### Exceptions

**Instructions:**

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the bidder’s name and identifying information as to which item the response refers must appear on each page.
4. Scan this form plus any attachments into a single PDF document.
5. Title the file as per the instructions and upload your PDF document to Public Purchase with the Bidder’s proposal.
6. Exceptions to local, state or federal laws cannot be accepted under this bid.

|   |   |
|---|---|
| X | No, this bidder does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.         |
|   | Yes, this bidder has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this IFB. |

| IFB Section and Page Number | Outline Number | Term and Condition | Exception |
|-----------------------------|----------------|--------------------|-----------|
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |

### Deviations

**Instructions:**

7. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
8. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
9. If adding pages, the bidder’s name and identifying information as to which item the response refers must appear on each page.
10. Scan this form plus any attachments into a single PDF document.
11. Title the file as per the instructions and upload your PDF document to Public Purchase with the Bidder’s proposal.
12. Deviations to local, state or federal laws cannot be accepted under this bid.

|   |   |
|---|---|
| X | No, this bidder does not have deviations (exceptions or alternates) to the specifications listed in Part B of this IFB. |
|   | Yes, this bidder has the following deviations to the specifications listed in Part B of this IFB.                       |

| Outline<br>Number Part B | Specification (describe) | Details of Deviation |
|--------------------------|--------------------------|----------------------|
|                          |                          |                      |
|                          |                          |                      |
|                          |                          |                      |
|                          |                          |                      |
|                          |                          |                      |
|                          |                          |                      |
|                          |                          |                      |

Signature Debra Hurst

*\*Must be same authorized signature that appears on Form A – Bid Affidavit and Form B – Acceptance of Bid & Contract Award.*

**AEPA IFB #018.5-C Athletic Equipment and Supplies  
Form E – Discount & Pricing Schedule**

**Name of Bidder:** Kranos Corporation dba Schutt Sports

**Instructions:** *Bidders are reminded as they prepare the discount pricing schedule that they are responsible for administrative fees on purchases to be remitted to Member Agencies. (See Part A of this IFB, Pricing.)*

1. There is one (1) Discount & Pricing Schedule Workbook (in Excel), Workbook F, provided for Bidders to complete with your discounts, pricing, etc. You must use the provided Excel Workbook. Pricing must be submitted in the Excel Workbook format with the file name "Form F – Pricing & Discount Schedule Workbook – Name of Bidder."
2. Upload the Excel workbook in its required format along with any additional catalogs or pricelists (PDF format) to Public Purchase with the Bidder's proposal.

These forms are provided on individual tabs on the Excel Workbook F:

**F.1. Catalog Discount for Items in a Commercial Catalog (REQUIRED)**

Complete the form for this IFB, reset the 'print area' if lines were added, and save the file according to directions.

**F.2. Services Price Schedule (OPTIONAL)**

If your company provides any design, installation, training or support services to support the items you are bidding, use this form to provide your bid prices.

**F.3. Volume Discounts Schedule (OPTIONAL)**

Use this form if your company is offering additional discounts off of the base discounts bid for one time purchases AND for public agencies that group their requirements together (based on their estimated total annual spend for commodity). Each Bidder must specify the dollar ranges required in order for the agency(ies) to receive the additional discount.

**Additional Forms that may be provided by Bidder:**

**Warranties, Additional Services or Incidental Price Schedule** (Not Provided by AEPA – Bidder Created): Provide a price schedule for any and all extended warranties, additional or incidental services, products, equipment and/or supplies.

**Additional Discounts** (Not Provided by AEPA – Bidder Created): If additional discounts/bonuses are available to AEPA members based on a dollar volume, sizes of orders or other criteria, state the formula for arriving at these discounts:

Signature 

*\*Must be same authorized signature that appears on Form A – Bid Affidavit and Form B – Acceptance of Bid & Contract Award.*





Form F.2 – Services Price Schedule

AEPA IFB #018.5 C ATHLETIC EQUIPMENT AND SUPPLIES

Bidding Company Name:

*Kranos Corporation dba Schutt Sports*

| Preventative Maintenance              | Description | Regular Price | Discounted Price | Per Diem Charge (\$/day) | Mileage Charges (\$/mile) | Additional Discount on Large Projects: Y/N |
|---------------------------------------|-------------|---------------|------------------|--------------------------|---------------------------|--|
|                                       |             | NO BID        |                  |                          |                           |  |
|                                       |             |               |                  |                          |                           |  |
|                                       |             |               |                  |                          |                           |  |
|                                       |             |               |                  |                          |                           |  |
|                                       |             |               |                  |                          |                           |  |
| Installation Services (as applicable) | Description | Regular Price | Discounted Price | Per Diem Charge (\$/day) | Mileage Charges (\$/mile) | Additional Discount on Large Projects: Y/N |
|                                       | NO BID      |               |                  |                          |                           |  |
|                                       |             |               |                  |                          |                           |  |
|                                       |             |               |                  |                          |                           |  |
|                                       |             |               |                  |                          |                           |  |
|                                       |             |               |                  |                          |                           |  |
| Equipment Utilization Training        | Description | Regular Price | Discounted Price | Per Diem Charge (\$/day) | Mileage Charges (\$/mile) | Additional Discount on Large Projects: Y/N |
|                                       | NO BID      |               |                  |                          |                           |  |
|                                       |             |               |                  |                          |                           |  |
|                                       |             |               |                  |                          |                           |  |
|                                       |             |               |                  |                          |                           |  |
|                                       |             |               |                  |                          |                           |  |
| Other Optional Service Offerings      | Description | Regular Price | Discounted Price | Per Diem Charge (\$/day) | Mileage Charges (\$/mile) | Additional Discount on Large Projects: Y/N |
|                                       | NO BID      |               |                  |                          |                           |  |
|                                       |             |               |                  |                          |                           |  |
|                                       |             |               |                  |                          |                           |  |
|                                       |             |               |                  |                          |                           |  |
|                                       |             |               |                  |                          |                           |  |



**AEPA IFB #018-C Athletic Equipment & Supplies**  
**Uniform Guidance “EDGAR” Certification**  
**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 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 agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the vendor’s authorized representative check and initial the applicable boxes and sign the acknowledgement at the end of this form. If a vendor fails to complete any item of this form, AEPA will consider and may list the response, as the vendors is unable to comply. A “No” response to any of the items below may impact the ability of a purchasing agency to purchase from the vendor using federal funds.

**1. Violation of Contract Terms and Conditions**

Provisions regarding vendor 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 vendor 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 vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the vendor’s return policy. If the participating agency has paid the vendor for goods and services not year provided as the date of termination, vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the vendor, 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. Vendor 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 vendor agrees that it shall comply with such provision.

#### **4. Davis Bacon Act**

When required by Federal program legislation, vendor agrees that, for all participating agency construction contracts/purchases in excess of \$2,000, vendor 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, vendor 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. In addition, vendor 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](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor’s acceptance of wage determination.

Vendor further agrees that is 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 construction completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

#### **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, vendor 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, vendor 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 the 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 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 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended, contracts and sub grants 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, vendor 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. Vendor certifies that the vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the vendor if vendor 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.

## **9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352), vendors 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 USC 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, vendor 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 recover, 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 CFR 200.323(b). When required by a participating agency, vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, vendor agrees that the total price, including profit, charged by the vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the vendors contract with AEPA.

## **12. General Compliance with Participating Agencies**

In addition to the foregoing specific requirements, vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such

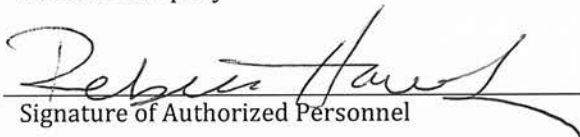
information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements.

| <b>Vendor Certification (By Item)</b>                            | <b>Vendor Certification:<br/>YES, I agree or<br/>NO, I do NOT agree</b> | <b>Initial</b> |
|--|---|----------------|
| <b>1. Vendor Violation or Breach of Contract Terms</b>           | X   |                |
| <b>2. Termination for Cause of Convenience</b>                   | X   |                |
| <b>3. Equal Employment Opportunity</b>                           | X   |                |
| <b>4. Davis-Bacon Act</b>  | X   |                |
| <b>5. Contract Work Hours and Safety Standards</b>               | X   |                |
| <b>6. Right to Inventions Made Under a Contract or Agreement</b> | X   |                |
| <b>7. Clean Air Act and Federal Water Pollution Control Act</b>  | X   |                |
| <b>8. Debarment and Suspension</b>                               | X   |                |
| <b>9. Byrd Anti-Lobbying Amendment</b>                           | X   |                |
| <b>10. Procurement of Recovered Materials</b>                    | X   |                |
| <b>11. Profit as a Separate Element of Price</b>                 | X   |                |
| <b>12. General Compliance with Participating Agencies</b>        | X   |                |

By signing below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

**Kranos Corporation dba Schutt  
Sports**

Name of Company



Signature of Authorized Personnel

**Rebecca Haworth**

Printed Name

**09/28/17**

Date



Wells Fargo Capital Finance

|                        |
|------------------------|
| 2450 Colorado Avenue   |
| Santa Monica, CA 90404 |

|                     |                            |
|---------------------|----------------------------|
| Date of Reference   | 10/3/2017                  |
| To                  | Lauren Schmitt             |
| Company             | Kranos Corporation         |
| E-mail or Fax#      | lschmitt@schutt-sports.com |
| Credit Reference On | Kranos Corporation         |

|  |                 |
|--|-----------------|
| Original Contract Date                   | 12/29/2010      |
| Revolving Line of Credit Maximum         | \$35,000,000.00 |
| Loan Balance a/o Date of Reference Above | \$13,904,234.00 |

At the request of the customer named above ("Borrower"), Wells Fargo Bank, National Association ("Wells Fargo") is pleased to inform you that as of the date hereof, Borrower and Wells Fargo, [along with other lenders parties thereto] are parties to loan documents pursuant to which Wells Fargo [and such other lenders] provide[s] to Borrower a revolving line of credit in the maximum amount noted above. The availability of advances under this credit facility is subject to all of the terms and conditions of the loan documents related thereto, including borrowing base limitations.

Nothing herein is intended to evidence any agreement by Wells Fargo [or such other lenders] to make any loan to the Borrower for your benefit or to reserve for your benefit any amount under the revolving line of credit or any other credit facility at any time provided to the Borrower. Wells Fargo does not undertake any duty to update the information set forth herein, or to otherwise provide any information to you. Wells Fargo does not accept or assume any responsibility, liability or obligation for any reliance being placed on information contained in this letter.

Sincerely:

|  |
|--|
| Wells Fargo Bank, National Association |
| Brandi Whittington                     |
| Vice President, Authorized Signatory   |





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |  |
|---|--|--|
| <b>PRODUCER</b><br>Willis of Minnesota, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 1-877-945-7378      FAX (A/C, No): 1-888-467-2378<br>E-MAIL ADDRESS: certificates@willis.com |  |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>   |  |
| <b>INSURED</b><br>Kranos Holding Corporation<br>Attn: Barb Crispens<br>710 Industrial Ave<br>Litchfield, IL 62056     | <b>INSURER A:</b> Federal Insurance Company      NAIC # 20281  |  |
|   | <b>INSURER B:</b>  |  |
|   | <b>INSURER C:</b>  |  |
|   | <b>INSURER D:</b>  |  |
|   | <b>INSURER E:</b>  |  |
|   | <b>INSURER F:</b>  |  |

**COVERAGES**      **CERTIFICATE NUMBER: W3876982**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 99497104      | 01/01/2017              | 01/01/2018              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ Excluded |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          | 73592125      | 01/01/2017              | 01/01/2018              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$  |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
| A        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N/A      | 71749279      | 01/01/2017              | 01/01/2018              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
This Voids and Replaces Previously Issued Certificate Dated 09/28/2017 WITH ID: W3799794.

Bid - AEPA IFB #018-C Athletic Equipment & Supplies

Workers' Compensation policy #71749279 does not include coverage for the state of Illinois.

### CERTIFICATE HOLDER

### CANCELLATION

Association of Educational Purchasing Agencies  
& Affiliated Agencies  
230 Technology Way  
Bowling Green, KY 42101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Est. J. Hoover*

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# Association of Educational Purchasing Agencies

## Tabulation Report IFB #018.5-C - Athletic Equipment & Supplies

### Vendor: Partac Peat Corporation

#### General Comments:

**General Attachments:** Bid Proposal Checklist - Partac Peat Corporation.pdf  
Discount - Pricing Schedule Workbooks for Partac Peat Corporation Catalogs submitted for AEPA IFB 018.5 Athletic Equipment - Supplies.xlsx  
Form A - Bid Affidavit - Partac Peat Corporation.pdf  
Form B - Acceptance of Bid - Contract Award - Partac Peat Corporation.pdf  
Form C - Company Information and Service Questionnaire - Partac Peat Corporation.pdf  
Form D - Exceptions and Deviations - Partac Peat Corporation.pdf  
Form F - Discount - Pricing Schedules Workbook - Partac Peat Corporation.xlsx  
Letter of Line of Credit - Partac Peat Corporation.pdf  
Partac Peat Corporation - 101 - Infields, Pitcher's Mounds, Batter's Boxes, Warning Tracks, Infield Conditioners and Drying Agents.pdf  
Partac Peat Corporation - 102 - On-Deck Circle, Fungo Circle, Coaches Box Pads.pdf  
Partac Peat Corporation - 103 - Infield Grooming Equipment.pdf  
Partac Peat Corporation - 104 - Batting Practice.pdf  
Partac Peat Corporation - 105 - Portable Pitching Mounds.pdf  
Partac Peat Corporation - 106A - Hollywood - Bases, Pitching Rubbers, Home Plates, Training Aids.pdf  
Partac Peat Corporation - 106B - Soft Touch Bases.pdf  
Partac Peat Corporation - 106C - Rogers Breakaway Bases.pdf  
Partac Peat Corporation - 106D - Bolco - Bases, Pitching Rubbers, Home Plates.pdf  
Partac Peat Corporation - 107A - Field Marking Chalk and Dry Line Marking Equipment.pdf  
Partac Peat Corporation - 107B - Turf Paints, Marking Equipment and Stencils and Layout Systems.pdf  
Partac Peat Corporation - 107C - Field Marking Layout Systems.pdf  
Partac Peat Corporation - 108 - Foul Poles.pdf  
Partac Peat Corporation - 109 - Rain Covers.pdf  
Partac Peat Corporation - 10 - Volleyball Surfaces.pdf  
Partac Peat Corporation - 110 - Water Removal Equipment and Drainage Systems.pdf  
Partac Peat Corporation - 111 - Watering Hoses and Equipment.pdf  
Partac Peat Corporation - 112A - Aluminum Benches.pdf  
Partac Peat Corporation - 112B - Aluminum Bleachers.pdf  
Partac Peat Corporation - 113A - Backstops - Chain Link.pdf  
Partac Peat Corporation - 113B - Backstop and Wall Padding.pdf  
Partac Peat Corporation - 114 - Fence Guards.pdf  
Partac Peat Corporation - 115 - Windscreen and Distance Banners.pdf  
Partac Peat Corporation - 116 - Ball and Barrier Netting.pdf  
Partac Peat Corporation - 117 - Fencing - Portable and Safety.pdf  
Partac Peat Corporation - 118 - Miscellaneous Baseball Equipment.pdf  
Partac Peat Corporation - 119 - Turf Top-Dressings and Landscape Products.pdf  
Partac Peat Corporation - 11 - Gym Guard Floor Protection, Gym Mats and Indoor Wall Padding.pdf  
Partac Peat Corporation - 120 - Geotextiles, Turf Covers and Bench Tarps.pdf  
Partac Peat Corporation - 121 - Turf Protection.pdf  
Partac Peat Corporation - 122 - Artificial Turf.pdf  
Partac Peat Corporation - 14 - Pathway Mixes.pdf  
Partac Peat Corporation - 15 - Dog Park Surfacing.pdf  
Partac Peat Corporation - 2 - BOCCE COURT SURFACING.pdf  
Partac Peat Corporation - 3 - Cricket Surfacing.pdf  
Partac Peat Corporation - 4 - Equestrian Surfaces.pdf  
Partac Peat Corporation - 6 - Horseshoes and Quoits Surfaces - Supplies.pdf  
Partac Peat Corporation - 7 - Playground Surfaces.pdf  
Partac Peat Corporation - 8A - TENNIS COURT SURFACES.pdf  
Partac Peat Corporation - 8C - HAR-TRU TENNIS COURT Accessories 2018.pdf



**Association of Educational Purchasing Agencies**  
**Tabulation Report IFB #018.5-C - Athletic Equipment &**  
**Supplies**  
**Vendor: Partac Peat Corporation**

Partac Peat Corporation - 9 - Running Track - Long Jump Pit - Shot Put Throwing Sector Surfaces.pdf  
State Specific Required Forms - Partac Peat Corporation.pdf  
Uniform Guidance EDGAR Certification - Partac Peat Corporation.pdf  
Uniform Guidance EDGAR Certification.pdf



## AEPA IFB #018.5-C Athletic Equipment and Supplies Bid Proposal Checklist

**Bidder Name:** Partac Peat Corporation  
**Name of Authorized Representative:** Denise Pierce  
**Office Address:** 1 Kelsey Park, Great Meadows, NJ 07838  
**Time Zone:**  Eastern  Central  Mountain  Pacific  
**Telephone:** 800-247-2326 / 908-637-4191 **Fax:** 908-637-8421  
**Email:** denise@partac.com **Website:** www.BeamClay.com

**Instructions:** Please complete the checklist below, confirming that the following documents have been uploaded to Public Purchase, in their **individual required format**, by the due date and time listed for this IFB. **Submission as one merged document will result as being marked non-responsive and will not considered.** Bidders are reminded that failure to follow, comply with, and adhere to these 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 deadline.

| "x" | Document Title, Uploaded to Public Purchase<br><i>(Bidder must submit forms in the required title/format)</i> | Format of Uploaded Document | Notes  |
|-----|---|-----------------------------|--|
| X   | Bid Proposal Checklist – Name of Bidding Company  | Scanned PDF                 |  |
| X   | Form A – Bid Affidavit – Name of Bidding Company  | Scanned PDF                 | Signature and notarization required                                      |
| X   | Form B – Acceptance of Bid & Contract Award – Name of Bidding Company   | Scanned PDF                 | Signature required   |
| X   | Form C – Company Information and Service Questionnaire – Name of Bidding Company                              | Scanned PDF                 | Signature required   |
| X   | Form D – Exceptions and Deviations – Name of Bidding Company  | Scanned PDF                 | Signature required   |
| X   | Form E – Discount & Pricing Schedules – Name of Bidder  | Scanned PDF                 | Signature required   |
| X   | Form F – Discount & Pricing Schedules Workbook – Name of Bidder   | Excel Workbook              | Cannot be password protected   |
| X   | Uniform Guidance “EDGAR” Certification  | Scanned PDF                 | Signature required   |
|     | Warranties, Additional Services – Name of Bidding Company (optional)  | Submit as PDF               | Not provided by AEPA, Bidder Created                                     |
|     | Additional Discounts – Name of Bidding Company (optional)   | Submit as PDF               | Not provided by AEPA, Bidder Created                                     |
| X   | Letter of Line of Credit and/or Annual Report – Name of Bidding Company                                       | Submit as PDF               | Not provided by AEPA, Bidder Created                                     |
| X   | State Specific Required Forms – Name of Bidding Company   | Scanned PDF                 | **See Appendix in Part C for State Specific Forms (submit with response) |

**AEPA IFB #018.5-C Athletic Equipment and Supplies  
Form A - Bid Affidavit**

**Name of Bidder:** Partac Peat Corporation

**Instructions:** This form must be signed by the Bidder's authorized representative and notarized below. The completed document must be scanned to a PDF format and uploaded to Public Purchase with the Bidder's proposal. If awarded, the Bidder is required to produce a copy of this document for each of the member agencies with which it contracts.

1. The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the bidder), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm 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 bidders, or with any official of the **Member Agency**, or any employee thereof, or any person, firm or corporation under contract with the **Member Agency** whereby the bidder, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid or is to pay to any other bidder or to any of the aforementioned persons anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement or agreement with any other bidder or bidders 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 bidder, 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 bidder, nor any officer, director, partner, member or associate of the bidder, nor any of its employees directly involved in obtaining contracts with the State of **Member Agency, 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 bidder or any person on his behalf has examined and understands the terms, conditions, 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 bidder will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, 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 bidder 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 in Forms B - F of these bid forms.

Denise Pierce  
Authorized Representative (Please print or type)

Sales Manager  
Title (Please print or type)

  
Signature of Authorized Representative

1 Kelsey Park  
Mailing Address

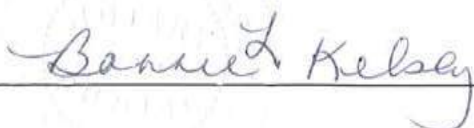
Great Meadows, NJ 07838  
City, State, Zip

2/25/2018                      800-247-2326  
Date                                      Phone

Subscribed and sworn to before me this 25th day of February 2018

Notary Public in and for County of Warren State of New Jersey

My commission expires: 1/7/20

Signature: 

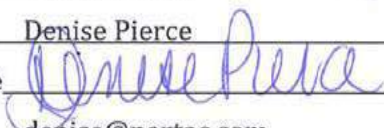
**AEPA IFB #018.5-C Athletic Equipment and Supplies  
Form B - Acceptance of Bid & Contract Award**

**Name of Bidder:** Partac Peat Corporation

**Instructions:** PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. The completed document must be scanned to a PDF format and uploaded to Public Purchase with the Bidder's proposal. If approved by AEPA, the Bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

**PART I: BIDDER**

In compliance with the Invitation For Bid (IFB), the undersigned warrants that I/we have examined the Instructions to Bidders, associated documents, and being familiar with all of the conditions surrounding the proposed projects, 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 and any written exceptions to the bid. 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.

Company Name Partac Peat Corporation Date 2/25/2018  
Company Address 1 Kelsey Park City Great Meadows State NJ Zip 07838  
Contact Person Denise Pierce Title Sales Manager  
Authorized Signature  Title Sales Manager  
Email Address denise@partac.com Phone 800-247-2326

**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 IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As 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. The intent of this contract is 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, 2019, unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency \_\_\_\_\_

Agency Executive \_\_\_\_\_

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ Contract Number \_\_\_\_\_

Contract to commence (Member Agency to select):  \_\_\_\_\_ or  May 1, 2018

**AEPA IFB #018.5-C Athletic Equipment and Supplies  
Form C – Company Information & Service Questionnaire**

Name of Bidder: Partac Peat Corporation

**Company Information**

Company Name Partac Peat Corporation Website www.beamclay.com  
Company Address One Kelsey Park  
City Great Meadows State NJ Zip 07838  
Contact Person Denise Pierce Title Sales Manager  
Contact Phone 800-247-2326 Contact Email denise@partac.com

**Background**

*Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its own investigation of the company.*

This business is a:  public company  privately owned company.

In what year was this business started under its present name? 1963

Under what other or former name(s) has your business operated? n/a

Is this business a corporation?  No  Yes. If Yes, please complete the following:

Is this business a corporation?  No  Yes. If Yes, please complete the following:

Date of incorporation: 12/12/63 State of incorporation: New Jersey

Name of President: James C. Kelsey

Name(s) of Vice President(s): Bonnie L. Kelsey

Name of Secretary: James C. Kelsey

Name of Treasurer: James C. Kelsey

Is this business a partnership?  No  Yes. If yes, please complete the following:

Date of organization: \_\_\_\_\_ State founded: \_\_\_\_\_

Type of partnership, if applicable: \_\_\_\_\_

Name(s) of general partner(s): \_\_\_\_\_

Is this organization individually owned?  No  Yes. If yes, please complete the following:

Date of organization: \_\_\_\_\_ State founded: \_\_\_\_\_

Name of owner: \_\_\_\_\_

This organization is a form other than those identified above.  No  Yes.

If Yes, describe the company's format, year and state of origin, and names and titles of the principals. \_\_\_\_\_

### Company Headquarter Location

Company Address One Kelsey Park

City Great Meadows State NJ Zip 07838

Main Phone Number 908-637-4191 How long at this address? 54 years

### Company Branch Locations

Branch Address n/a

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Branch Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Branch Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Branch Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

If more branch locations, insert information here or add another sheet with above information.

### Sales History

Provide your company's annual sales for 2015, 2016, 2017 YTD in the United States by the various public segments:

|   | 2015   | 2016 | 2017 |
|---|--|------|------|
| K-12 (public & private), Educational Service Agencies | <b>Partac Peat Corporation is a privately held company and does not as a matter of practice release financial information to the public. As part of the bid submittal the review committee was provided the information in a separate <u>CONFIDENTIAL DOCUMENT</u> to satisfy this request .</b> |      |      |
| Higher Education Institutions                         |  |      |      |
| Counties, Cities, Townships, Villages                 |  |      |      |
| States  |  |      |      |
| Other Public Sector & Non-profits                     |  |      |      |
| Private Sector  |  |      |      |
| <b>Total</b>  |  |      |      |

## Work Force

1. **Key Contacts and Providers:** Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

| Function                                      | Name   | Title                                     | Phone                        | Email   |
|---|--|---|------------------------------|---|
| Contract Manager                              | Denise Pierce  | Sales Mgr.                                | 800-247-2326                 | denise@partac.com   |
| Sales Manager                                 | Denise Pierce  | Sales Mgr.                                | 800-247-2326                 | denise@partac.com   |
| Customer & Support Manager                    | Kim Engle  | Sales                                     | 800-247-2326                 | kim@partac.com  |
| Distributors, Dealers, Installers, Sales Reps | Denise Pierce<br>Kim Engle<br>Linda Ackerman<br>James Kelsey                       | Sales Mgr.<br>Sales<br>Sales<br>President | 800-247-2326<br>908-637-4191 | denise@partac.com<br>kim@partac.com<br>linda@partac.com<br>jim@partac.com<br>sales@partac.com<br>sales@beamclay.com |
| Consultants & Trainers                        | Denise Pierce  | Sales Mgr.                                | 800-247-2326                 | denise@partac.com   |
| Technical, Maintenance & Support Services     | Denise Pierce<br>James Kelsey  | Sales Mgr.<br>President                   | 800-247-2326                 | denise@partac.com<br>jim@partac.com   |
| Quotes, Invoicing & Payments                  | <u>Quotes:</u> Denise Pierce<br><u>Invoicing &amp; Payments:</u><br>Linda Ackerman | Sales Mgr.<br>Sales                       | 800-247-2326                 | denise@partac.com<br>linda@partac.com   |
| Warranty & After the Sale                     | Kim Engle  | Sales                                     | 800-247-2326                 | kim@partac.com  |
| Financial Manager                             | Bonnie Kelsey  | VP  | 800-247-2326                 | sales@partac.com  |

2. **Sales Force:** Provide total number and location of salespersons employed by your company in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

| Number of Sales Reps | City          | State |
|----------------------|---------------|-------|
| 5                    | Great Meadows | NJ    |

3. **Service/Support and Distribution Centers:** Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

| Center Type  | City          | State |
|--------------|---------------|-------|
| Headquarters | Great Meadows | NJ    |
|              |               |       |

## Marketing

1. **Key Marketing Contact(s):** List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *(To insert more rows, hit the tab key from the last field in the Email column.)*

| Name          | Title         | Phone        | Email   |
|---------------|---------------|--------------|---|
| Denise Pierce | Sales Manager | 800-247-2326 | denise@partac.com<br>sales@partac.com<br>sales@beamclay.com |

2. **Marketing Activities:** Describe how this company marketed its products and services to schools and other public sector audiences in Fiscal Year 2016-2017 (July 1 – June 30). List all conventions, conferences and other events at which this company exhibited.

**Partac Peat Corporation is a privately held company and does not as a matter of practice release its marketing plan or strategy to the public -- this is a highly competitive business. As part of the bid submittal the review committee was provided the information in a separate CONFIDENTIAL DOCUMENT to satisfy this request**

3. **Cooperative Marketing:** Describe ways in which this business can collaborate with Member Agencies in marketing the bid.

**Partac Peat Corporation is a privately held company and does not as a matter of practice release its marketing plan or strategy to the public -- this is a highly competitive business. As part of the bid submittal the review committee was provided the information in a separate CONFIDENTIAL DOCUMENT to satisfy this request**

4. **Sales Training:** Explain how your company will educate your sales staff on the AEPA contract including timing, methods, etc.

**Partac Peat Corporation is a privately held company and does not as a matter of practice release its marketing plan or strategy to the public -- this is a highly competitive business. As part of the bid submittal the review committee was provided the information in a separate CONFIDENTIAL DOCUMENT to satisfy this request**

## Environmental Initiatives

1. Describe how your products and/or services support environmental goals. Some of our top-selling products include our infield mixes which provides better playing surfaces, minimize wind & water erosion, last longer than other products, and which require less maintenance and can be more efficiently maintained.
2. Describe the company's "green" objectives (i.e. LEED, reducing footprint, etc.). Less use of fuel and labor to produce professional quality sports surfaces.  
Together we can save a forest! As an alternative to producing printed catalogs, we are prepared to create custom USB Drives which contain state specific catalogs and bid information to disseminate to AEPA members at trade shows and upon request via mail.

## Independent Subcontractors, Distributors, Installers, etc.

If the Bidder is not the sole provider of all goods and services provided under this contract, the following must be answered:

1. **Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.

N/A

2. **Current Subcontractors, Distributors, Installers, Etc.:** Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the member agency states (listed in Part A of this IFB). Include, if applicable, contractor license information and the state(s) wherein they are eligible to provide services on behalf of this business.

N/A

## Disclosures

1. Letter of Line of Credit or Annual Financial Report (REQUIRED): Attach a letter from the business's chief financial institution indicating the current line of credit available in its name and evidence of financial stability for the past three calendar years (2014, 2015 and 2016). This letter should state the line of credit as a range (ie. "credit in the low six figures" or "a credit line exceeding five figures"). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter.

*We are self-funded and haven't taken out a loan in over 30 years. However, attached is a letter from our bank re letter of credit should the need arise.*

2. Legal: Does this business have actions currently filed against it?  No  Yes.

If Yes, AN ATTACHMENT IS REQUIRED: List and explain current actions such as Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

## References

Provide contact information of your company's ten largest public agency customers:

*With 15,000+ customers in our database, it is difficult to choose which entities to use. Some of our most recognized customers include the NY Yankees, Boston Red Sox, Tulsa Drillers, Toronto Blue Jays, Tampa Bay Rays, to this end, we have sold something to every major and minor league in the country along with thousands of universities, colleges, schools, and towns across the nation. Listed below please find a broad range of public entities:*

| Agency                                   | Name           | Title                           | Phone Number              | Email                         |
|--|----------------|---------------------------------|---------------------------|-------------------------------|
| 1. Bridgeport, City of (CT)              | Steve Hladun   | Special Projects Coordinator    | (203)-576-7233            | Steve.Hladun@bridgeportct.gov |
| 2. Lawrence, City of (MA)                | Rita Brousseau | Chief Procurement Officer       | 978-620-3240              | rbrousseau@cityoflawrence.com |
| 3. Morris School District (NJ)           | Al Rapa        | School Admin.                   | 973-292-2055              | al.rapa@msdk12.net            |
| 4. Mt. Olive Township Schools (NJ)       | Glenn Miller   | Supt of Bldg & Grounds          | 973-691-4008 X<br>8503    | gmiller@mtoliveboe.org        |
| 5. North Hunterdon-Voorhees BOE (NJ)     | Frank Bigelli  | Supervisor of Maintenance       | 908-638-2152              | fbigelli@nhvweb.net           |
| 6. Ramsey, Borough of (NJ)               | Robert Buono   | Asst. Supt Building and Grounds | 201-825-3400, ext.<br>274 | buonobob@gmail.com            |
| 7. West Point U.S. Military Academy (NY) | Billy German   | Facilities                      | 914-755-6302              | billy.german@usma.edu         |
| 8. Union County Division of Parks (NJ)   | Alex Chappotin | Bureau Chief Parks & Rec        | 908-558-2253              | achappotin@ucnj.org           |
| 9. Wallingford, Town of (CT)             | Ed Niland      | DPW Supt.                       | 203-294-2105              |                               |
| 10. Wayne Board of Education (NJ)        | John Maso      | Director of Building Services   | 973-633-3000              | jmaso@wayneschools.com        |



## Service Questionnaire

Respond to Yes/No and choice questions by using an (X). If a text reply is required, respond in the space below. Scan this form and any attachment pages into a single document and convert to a PDF file. The scanned PDF file must be uploaded to Public Purchase with the Bidder's proposal. As part of evaluating the Bidder's qualifications, the following is being requested and the Bidder is forewarned failure to respond and/or meet the minimum specifications in these areas, may deem their response as non-responsive.

1. The following chart indicates which AEPA Member States intend to participate in this bid category. Please place an "X" in response to questions in the last three (3) columns. **Note: A Bidder must be willing and able to deliver the proposed products and/or services to ninety (90%) of the participating AEPA Member States.**

| AEPA Member States | Participating in this bid category? | Has the bidding company sold products/services in these states for the past three (3) years? | If awarded, which states does the bidding company propose to sell in? | Indicate which states the bidding company has sales reps, distributors or dealers in. |
|--------------------|-------------------------------------|--|---|---|
| California         | Yes                                 | X  | X   |   |
| Colorado           | Yes                                 | X  | X   |   |
| Connecticut        | Yes                                 | X  | X   |   |
| Florida            | Yes                                 | X  | X   |   |
| Indiana            | Yes                                 | X  | X   |   |
| Iowa               | Yes                                 | X  | X   |   |
| Kansas             | Yes                                 | X  | X   |   |
| Kentucky           | Yes                                 | X  | X   |   |
| Massachusetts      | Yes                                 | X  | X   |   |
| Michigan           | Yes                                 | X  | X   |   |
| Minnesota          | Yes                                 | X  | X   |   |
| Missouri           | Yes                                 | X  | X   |   |
| Montana            | Yes                                 | X  | X   |   |
| Nebraska           | Yes                                 | X  | X   |   |
| New Jersey         | Yes                                 | X  | X   | X   |
| New Mexico         | Yes                                 | X  | X   |   |
| North Dakota       | Yes                                 | X  | X   |   |
| Ohio               | Yes                                 | X  | X   |   |
| Oregon             | Yes                                 | X  | X   |   |
| Pennsylvania       | Yes                                 | X  | X   |   |
| Texas              | Yes                                 | X  | X   |   |
| Virginia           | Yes                                 | X  | X   |   |
| Washington         | No                                  | X  | X   |   |
| West Virginia      | Yes                                 | X  | X   |   |
| Wisconsin          | Yes                                 | X  | X   |   |
| Wyoming            | Yes                                 | X  | X   |   |

2. e-Commerce: Does this company have an e-commerce website? \_\_\_\_\_ Yes  No

If Yes, what is the website? \* www.BeamClay.com We have a website listing all our products, however, we do not offer online monetary transactions on the site. Purchase orders are received via email, fax, "snail" mail, payments (checks) are received via EFT, "snail" mail or credit card (with a 3.5% processing fee). Due to the nature of our products, we have found through our 50+ years of experience in this industry - we better serve our customer by talking to each and every person to ensure they get the right products for their needs and intended use rather than just accepting orders via a website. Our extraordinarily low return rate reaffirms speaking with our customers ensures that they are satisfied with their purchase. (We had 2 returns last year - that were actually due to "outside" manufacturing defects and were replaced in a matter of days by the manufacturer).

3. Customer and Support Service:

- a. Does this company have online customer support options?  Yes \_\_\_\_\_ No
- b. Does this company have a toll-free customer support phone option?  Yes \_\_\_\_\_ No
- c. Does this company offer local customer and support service options? \_\_\_\_\_ Yes  No
- d. Describe the type, level, availability and location(s) of your customer and support service options, including number of dedicated customer/support staff and hours of operation. \_\_\_\_\_

Our office is open Monday thru Friday. We have 6 office / support staff here from 7AM thru 5PM EST. (although due to staggered hours -- most days someone is here until 6PM). We are open most Saturdays from 8AM thru 12 Noon. Additionally, we have warehouse staff and loader operators here for palletized and bulk material for customer pick-up and outbound shipments.

4. Training: If applicable, does this company offer customer training for the products and services sold?

\_\_\_\_\_ Yes  No \*With the exception of over the telephone, email or letter with staff or President, James C. Kelsey, a nationally known expert on sports facility maintenance. Mr. Kelsey has been a speaker at various trade shows & coached clinics, as well as been interviewed on TV, radio, magazines and newspapers. We have many printed / pdf instructions available to send customers based on their product needs. (As an example, please see attached Partac Peat Corporation Information Sheets). Additionally, from time to time we sponsor field maintenance workshops at "clinics/ tradeshow". (see example below)

If Yes, describe what types/kinds of training you offer, the venues where training occurs and the location(s) of your trainers, include number of staff dedicated to training and their qualifications and hours of operation.

Example: At the Inside Baseball Clinic being held in Princeton, NJ - January 12, 2018 we are sponsored "Ballfield Maintenance for Coaches: Work Smarter, Not Harder". We have chosen Bill Butler to lead this training session. Bill Butler is the former Groundskeeper for the MLB and MiLB Teams Lehigh Valley Ironpigs, Trenton Thunder, New York Mets, Lakewood Blue Claws, Myrtle Beach Pelicans, and Kansas City Royals. In 1990, Butler started his career as a groundskeeper and for the following 15 years has built up an impressive resume of work in professional baseball. He worked six years at the Major League level and earned five Groundskeeper of the Year awards. He even built a field from scratch with two separate start up operations. Bill will explain techniques used to successfully build & maintain skinned areas and mounds as well as the effective use of infield conditioners.

5. Pricing:

- a. Is your pricing methodology guaranteed for the term of the contract?  Yes  No
- b. Will you offer customized price lists to Participating Entities as required per the Pricing terms of Part A?  Yes  No
- c. Will you offer hot list pricing (optional) as described in the Pricing terms of Part A?  Yes  No

**Yes. From time to time we receive manufacturer incentives. In turn we will offer special, time limited reductions which will be available to all AEPA members. We will notify/work with AEPA Oversight Committee and Member agencies to create "approved" fliers to distribute.**

- d. Will you offer Volume Price Discounts as described in the Pricing terms of Part A?  Yes  No

**Yes. We will offer additional pricing discounts for volume orders for one-time purchase or annual spend if total order placed at same time - pricing discounts can only be determined on a case-by-case basis.**

PLEASE NOTE IN OUR PUBLISHED CATALOGS ITEMS MARKED AS "CALL FOR PRICE" ARE/WOULD BE EXEMPT/EXCLUDED FROM THE BID.

6. **Competitiveness:** In order for your bid to be considered, your company must offer AEPA prices that are equal to or lower than what your company offers to individual customers and/or cooperatives with equal to or lower volume. Is the pricing that is proposed to AEPA equal to or lower than pricing offered to individual customers and/or cooperatives with equal to or lower volume?

Yes  No

Indicate which of the following apply and the **level of competitive range** you are offering in response to this IFB.

Pricing offered to AEPA is **EQUAL TO** pricing offered to *individual customer and/or cooperatives*.

Pricing is **LESS THAN** individual customers *and/or cooperatives*. Lower by **5** %

7. **Cooperative Contracts:** Does your company currently have contracts with other cooperatives (local, regional, state, national)?  Yes  No

If Yes, identify which cooperative and the respective expiration date(s). \_\_\_\_\_

New Jersey State Approved Co-op # 65MCESCCPS Athletic Equipment & Supplies BID# MRESC 10/11-48 - Bid Term: 5/9/2011 - 5/8/2013

New Jersey State Approved Co-op # 65MCESCCPS Grounds Equipment Bid #MRESC 12/13-24 - Bid Term: 8/1/12 - 7/31/13

New Jersey State Approved Co-op # 65MCESCCPS Athletic Equipment & Supplies BID# MRESC 12/13-82 - Bid Term: 5/9/2013 - 5/8/2015

ESCNI / MRESC - New Jersey State Approved Co-op # 65MCESCCPS Athletic Equipment & Supplies BID# MRESC 14/15-61 Effective 5/9/2015 - 5/8/2018

BuyBoard Co-Op Contract Award: Athletic Bid Award #413-12 Effective 4-1-13 to 3-31-16

BUYBOARD - BID #502-16 Athletic, P. E. and Gymnasium Supplies, Equipment, Heavy Duty Exercise Equipment and Accessories 4/1/16 thru 3/31/18

If Yes, and your company is awarded an AEPA contract, which contract will you lead with in marketing and sales representative presentations (sales calls)? We would prioritize the AEPA Bid as a national bid. Whereas if we receive a local renewal by the ESCNJ we would focus that bid in NJ, and the BuyBoard seems to be mainly focused from our perspective in Texas. There is opportunity for each cooperative to be successful.

8. **Administrative Fee:** Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

|   |  |
|---|--|
|   | The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.                           |
| X | The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. <b>Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.</b> |
|   | The pricing for the products and/or services includes all (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.  |

9. **Shipping & Handling:** Orders that are \$50.00 or more shall include free shipping and handling. What is the flat rate your company will charge, regardless of where shipped in the continental United States, for orders less than \$50.00? \*\*Due to the nature of our products we are asking for an exception/deviation to the shipping and handling. Most of our orders are either bulk trailer loads or palletized shipments. It is not feasible to give one delivered price for thousands of possible variations (without grossly over charging someone). We can save customers monies by asking specific shipping questions such as: do you have a loading dock, forklift, pallet jack, do you need lift-gate services, or a box truck for deliveries. Can you take delivery in a bulk end dump trailer or do you need tri-axle delivery, these are just a few questions that can save customers hundreds of dollars on delivery. It is our practice with all orders whether a bid or not to provide each customer with a quote prior to receiving purchase orders that includes shipping and handling. Not only are we a manufacturer, but we are national distributors for some of leading athletic brands across the nation. We save our customers valuable monies by drop shipping directly from manufacturers and strategically located warehouses. Some product brands name we offer include:

|              |             |            |                                 |               |
|--------------|-------------|------------|---------------------------------|---------------|
| Beam Clay    | Diamond Dry | Hartru     | Northeast                       | SAF           |
| Partac       | Diamond Pro | Hilltopper | Osborne                         | Schutt        |
| AAE          | Douglas     | Hollywood  | PitchPro                        | Soft Touch    |
| Aer-Flo      | DuraPad     | JayPro     | Portolite                       | Stabilizer    |
| Alumagoal    | Enduro      | MarkSmart  | Porta Pitch                     | Stackhouse    |
| ArmorMesh    | EnviroSafe  | MarMound   | ProMounds                       | TerraFlow     |
| Ball Fabrics | FenceGuards | Midwest    | Proper Pitch                    | True Pitch    |
| Batco        | Fieldmaster | MTP        | Pro's Choice                    | Turf Defender |
| Big Bubba    | FieldSaver  | Mule Mix   | RMP Mounds                      | Typar         |
| Big League   | Gandy       | NRS        | Rogers                          | Whiteline     |
| Bolco        | GymGuard    | Newstripe  | BSN / Athletic Connection / VPI |               |

10. **Product Returns:** Does your company have a return policy?  Yes  No

If Yes, describe your return policy and if you charge a restocking fee, what is it? (AEPA allows up to 15% for supplies and up to 25% for equipment). 15% for products returned with prior authorization in unused and undamaged condition. Customer is also responsible for shipping both ways. Custom orders such as custom sized windscreens, rain covers, items with custom printed logos can not be returned.

11. **Payment Terms:** Will you offer AEPA Buyer's a quick pay discount?  Yes  No

If Yes, what is the discount? \_\_\_\_\_ % Net \_\_\_\_\_

12. **Leasing:** Do you offer leasing arrangements under this bid? \_\_\_\_\_ Yes \_\_\_\_\_ **X** No

13. **If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:**

| Responsibilities of an AEPA Vendor Partner   | Yes, indicate with an "X"   | No, indicate with an "X" |
|--|---|--------------------------|
| 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 working knowledge of the contract.   | X   |                          |
| 2. Train and educate sales staff on what the AEPA cooperative contract is 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.  | X   |                          |
| 3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.   | X   |                          |
| 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.  | X   |                          |
| 5. On a quarterly basis, 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.   | X   |                          |
| 6. On a quarterly basis, complete the online Vendor Partner sales report for each Member Agency.   | X   |                          |
| 7. Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.   | X   |                          |
| 8. Attend two (2) AEPA meetings each year (see page 9 in Part A)   | X   |                          |
| 9. Participate in national and local conference trade shows to promote the AEPA contracts including, 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).   | X   |                          |
| <p><i>For our informational purposes/dates to keep in mind re Annual Conferences:</i><br/> ASBO International? - 9/21-24/18 - Kissimmee, FL<br/> ASBO International? - 10/25-28/19 - National Harbor, MD<br/> ASBO International? - 10/2-5/20 - Nashville, TN<br/> NAEP - 4/8-11/18 - Disney Resorts, FL<br/> NIGP - 8/19-22/18 - Nashville, TN<br/> NIGP - 8/25-28/19 - Austin, TX<br/> NIGP - 8/23-26/20 - Chicago, IL</p> | <p>Yes with the understanding that as evidence in a previous section we attend numerous local and national tradeshows and would need to select the shows that do not conflict with other shows or primary business functions. We anticipate attending one or more of the recommended shows: ASBO, NIGP and/or NAEP.</p> |                          |
| 10. Increase sales over the term of the contract with all participating AEPA Member Agencies.  |   |                          |

Signature \_\_\_\_\_

*\*Must be same authorized signature that appears on Form A - Bid Affidavit and Form B - Acceptance of Bid & Contract Award.*

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2. **Marketing Activities:** Describe how this company marketed its products and services to schools and other public sector audiences in Fiscal Year 2016-2017 (July 1 – June 30). List all conventions, conferences and other events at which this company exhibited.

Partac Peat Corporation has been in business since 1963, with a customer database of over 15,000+ entities located worldwide. How have we done this? Trust; What an important noun that is in many aspects of life. Certainly in the business world, trust is important when selling to anyone. However, when selling to schools, colleges, towns, and community groups trust has to be amplified. Why? Safety. "Safety first" is a timeless motto, and when it comes to children/athletes, safety is of the utmost importance. All these entities have the responsibility to keep children/athletes safe — in a wide range of ways. Ask any school administrator what the most important aspect of their job is and they will tell you simply " to keep our students safe." We "get it"!

How does this apply to our business? Here's an example. Prior to any trucks being loaded with bulk material, we insist that our loader operators look in the back of the truck bodies to ensure no debris from a previous load has been left behind. We insist on NOT loading trucks that have previously carried "recycling" materials like broken glass. We would be devastated to have a child hurt by sliding into it on the field. A simple action, but critical in our business. If during the manufacturing process we notice a "hole" in the screening equipment, we shut down and make repairs. We do not mis-sell, or make promises that can't be kept. If given a deadline that we can't meet, we would rather be honest and say we can not deliver by that date, but here's what we can do.

We continually work to foster existing relationships. Building a relationship of trust with a schools, colleges, towns, and community groups is key to creating and maintaining a successful, on-going, relationship. The key component truly is trust — earning it, and then maintaining it.

**Partac Peat Corporation**  
**AEPA - IFB #018.5-C - Athletic Equipment & Supplies Bid**  
**Form C - Company Info. and Service Questionnaire - Marketing Activities**

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Over the years our business has expanded to include a number of field related supply/equipment items. However, our focus has remained on surfacing for all types of sports fields. We have developed our product offerings based on the knowledge and experience of 50+ years in the same industry. We have a full understanding that not all products work in every climate. Throughout the years we have developed relationships/partnerships which enable us to offer bulk / bagged materials shipped from 16+ regional plants throughout the country. Our products are the foundation for many sports programs, literally from the ground up. While many other companies have chosen to expand their product lines to include every aspect of the sports such as: uniforms, hats, bats, balls, socks and underwear, we are confident in our decision to keep our focus on what we do best. "We dress the fields, not the players". We have formed relationships with numerous companies coast to coast (many within the same supply lines) to offer our customers not only a broad selection, but economical with regard to shipping directly from the manufacturing plants. We continually work with landscape architects / engineers throughout the country to ensure we stay abreast of current trends and new developments in the industry ensuring our product offerings meet industry standards and specifications. We attend numerous trade shows throughout the country displaying the surfacing materials appropriate for the region as well as a selection of accessory type items appropriate to that particular exhibition. Unlike other companies, we KNOW that one product does not fit all. It is through our years of dedication and commitment to our customers that we have developed the product offerings you see today. We process thousands of sales orders each year. Our goal is to increase sales over the term of the contract with all participating AEPA Member Agencies in the following areas of athletic / field supplies:

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|   |  |
|---|--|
| <p><u>Partac Peat Corporation - CATALOG# - Description:</u></p> <p>1.01 » Infields, Pitcher's Mounds, Batter's Boxes, Warning Tracks, Infield Conditioners and Drying Agents</p> <p>1.02 » On-Deck Circle, Fungo Circle, Coaches Box Pads</p> <p>1.03 » Infield Grooming Equipment</p> <p>1.04 » Batting Practice: Batting Cages, Tunnels, Turf Covers, Mats and Protective Screens</p> <p>1.05 » Portable Pitching Mounds</p> <p>1.06A » Hollywood - Bases, Pitching Rubbers, Home Plates, Training Aids</p> <p>1.06B » Soft Touch Bases</p> <p>1.06C » Rogers Breakaway Bases</p> <p>1.06D » Bolco - Bases, Pitching Rubbers, Home Plates</p> <p>1.07A » Field Marking: Dry Line Marking Chalk &amp; Equipment</p> <p>1.07B » Turf Paints, Marking Equipment and Stencils and Layout Systems</p> <p>1.07C » Field Marking: Layout Systems</p> <p>1.08 » Foul Poles</p> <p>1.09 » Rain Covers</p> <p>1.10 » Water Removal Equipment and Drainage Systems</p> <p>1.11 » Watering Hoses and Equipment</p> <p>1.12A » Aluminum Benches &amp; Picnic Tables</p> <p>1.12B » Aluminum Bleachers</p> <p>1.13A » Backstops</p> <p>1.13B » Backstop and Wall Padding</p> <p>1.14 » Fence Guards</p> <p>1.15 » Windscreen and Distance Banners</p> <p>1.16 » Ball and Barrier Netting   Ballstopper Systems</p> <p>1.17 » Fencing - Portable and Safety</p> <p>1.18 » Miscellaneous Baseball Equipment</p> <p>1.19 » Turf Top-Dressings and Landscape Products</p> | <p>1.20 » Geotextiles, Turf Covers and Bench Tarps</p> <p>1.21 » Turf Protection</p> <p>1.22 » Artificial Turf</p> <p><b><i>WE UNDERSTAND THE AEPA CURRENTLY HAS A BID AWARD FOR SYNTHETIC TURF FIELDS/INSTALLS. ALTHOUGH WE HAVE A SYNTHETIC TURF CATALOG, IT IS MEANT FOR SMALL DIY PROJECTS EXAMPLE: BATTING STANCE MATS 7' X 12' WITH TUFTED LINES TO SHOW WHERE THE BATTER STANDS, 5' - 8' DIAMETER FUNGO CIRCLES FOR BATTER'S TO STAND WHILE "ON-DECK", BATTING CAGES - ANYTHING NEEDING INSTALL WE WOULD REDIRECT MEMBERS TO THE CONTACTS LISTED IN YOUR CURRENT BID AWARD = BID CROSS-OVER REFFERALS/PROMOTING OTHER RESOURCES OFFERED BY YOUR CO-OP.</i></b></p> <p>2 » Bocce Court Surfacing</p> <p>3 » Cricket Pitch Clays</p> <p>4 » Equestrian Surfacing</p> <p>5 » Football &amp; Soccer Surfaces</p> <p>6 » Horseshoe and Quoit Pits Surfacing</p> <p>7 » Playground Surfacing</p> <p>8A » Tennis Courts: Natural Clay and Fast-Dry Clay</p> <p>8C » Hartru Tennis Court Accessories - 2018</p> <p>9 » Running Tracks   Shot Put Surfacing</p> <p>10 » Volleyball Surfacing</p> <p>11 » Gym Guard Floor Protection, Gym Mats and Indoor Wall Padding</p> <p>14 » Pathway Mixes</p> <p>15 » Dog Park Surfacing</p> |
|---|--|

**Partac Peat Corporation**  
**AEPA - IFB #018.5-C - Athletic Equipment & Supplies Bid**  
**Form C - Company Info. and Service Questionnaire - Marketing Activities**

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We have purchased and obtained lists of coaches, athletic directors, parks and recreation directors, facility managers, public works supervisors throughout the nation. We have set aside a large budget for trade shows in general and have made a concentrated effort to attend numerous local and national trade shows (see list below) to maximize our ROI for awarded co-op bids.

We have executed various mailings of our catalogs directly marketing to both member and non-members. We prominently display our Co-op Vendor signs at all trade shows in the applicable states. Upon receiving customer calls from across the nation we cross-reference them to co-op member lists which are downloaded monthly. We encourage non-members to join in order to receive discounted pricing.

Business Cards - We will print business cards that will include the bid award URL for each state contract awarded -- will aggressively pass them out at appropriate state and national level shows and use them as an aid in "talking up" our business with everyone we meet. Additionally, we will add the entity logo to the state specific card to help tie the partnership together for members.

Website Portals - It is our hope to create a contract award website specific to each entity we enter into contracts with to make easier for members to remember where to find the products they need.

Advertising - We utilize display ads in numerous industry / trade magazines. We set aside large sums of money for ads and tradeshow (see budget history below):

| <b>ADVERTISING BUDGET LINE ITEMS</b>                | <b>2014</b>             | <b>2015</b>  | <b>2016</b>  | <b>2017</b>  |
|---|-------------------------|--------------|--------------|--------------|
| <b>Magazine / Industry Publications Advertising</b> | <b>\$33K</b>            | <b>\$56K</b> | <b>\$60K</b> | <b>\$60K</b> |
| <b>Tradeshows</b>                                   | <b>\$48K</b>            | <b>\$59K</b> | <b>\$81K</b> | <b>\$75K</b> |
| <b>Trade / Industry Memberships</b>                 | <b>2K - 3K annually</b> |              |              |              |

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We have recently begun gathering market intelligence/statistics on social media platforms such as: YouTube, Facebook, Twitter, Instagram, Snapchat, Pinterest, Alignable and LinkedIn. It is our intent to pursue a social media strategy based on critical listening enabling us to effectively engage our "community" by responding to social posts, manage our community and provide the best possible customer service and support by streamlining our processes. We will be able to boost high-performing social posts enabling us to reach new members in each AEPA Bid State/Market.

If awarded, we would focus efforts to reach out to AEPA members to inform them of the award and inform them how we can support their needs throughout the contract period for the following sports products: Baseball & Softball, Field & Track, Football, Golf, Gymnastics, Soccer, Tennis, Volleyball, Parks & Recreation, misc. equipment, and DPW supplies.

We find exhibiting at trade shows to be an impressive way to increase our customer base and meet face-to-face with our "remote" customers while maintaining a competitive edge in our industry. We are able to showcase/feature our latest product offerings. Our booth is "hands-on / touch-n-feel" which draws in many attendees. Communicating with customers face-to-face in any trade show setting is an art. More than just rattling off a sales pitch, it requires strategic planning, staff training, and proper preparation. We provide our reps with proper guidance and coaching so they can engage and pitch to customers in a highly personalized and successful way based on the anticipated show audience. Our reps engage our audience which has improved customer interactions and increase sales. See chart of trade show attendance below.

By having our "co-op bid signs" up front, many take advantage of asking about what products are covered or specifically seek solutions to problems they are encountering. Not only do we meet customers at trade shows but, we have access to "new" companies and products that we may be able to partner with in the future.

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| TRADE SHOW NAME                                    | ACRONYM        | YEAR & STATE SHOW LOCATED |      |      |      |      |      |      |      |      |      |
|--|----------------|---------------------------|------|------|------|------|------|------|------|------|------|
|  |                | 2010                      | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 |
| ACA / Tri-State Camp Conference                    | ACA            |                           | NJ   | NJ   | NJ   | NJ   |      | NJ   |      |      |      |
| Amateur Softball Association                       | ASA            | LA                        |      |      |      |      |      |      |      |      |      |
| American Baseball Coaches Association              | ABCA           | TX                        |      |      |      |      |      | TN   |      | IN   | TX   |
| American Society of Landscape Architects           | ASLA           | DC                        |      |      | MA   | CO   | IL   | LA   |      | PA   |      |
| Athletic Business Conference                       | ABCA           |                           | FL   |      |      |      |      |      |      |      |      |
| Be the Best - Baseball & Softball Coaches          |                |                           |      | NJ   | NJ   | NJ   | NJ   | NJ   |      | NJ   |      |
| Berkshire Baseball Coaches Clinic                  | BBCC           |                           | PA   |      |      |      |      |      |      |      |      |
| Connecticut Conference of Municipalities           | CCT            |                           | CT   |      |      |      |      |      |      |      |      |
| Connecticut Recreation and Parks Association       | CRPA           |                           |      | CT   |      |      |      |      |      |      |      |
| ESCNJ   MRESC CO-OP Expo                           | ESCNJ          |                           |      |      | NJ   | NJ   | NJ   | NJ   | NJ   |      |      |
| Green Industry Expo                                | GIE            |                           |      |      |      |      |      |      |      | KY   |      |
| Governmental Purchasing Association of NJ          | GPANJ          |                           |      |      | NJ   |      |      |      |      |      |      |
| Inside Baseball Clinic                             |                |                           |      |      |      |      |      |      |      | NJ   | NJ   |
| Keystone Athletic Field Managers Organization      | KAFMO          |                           |      |      |      | PA   | PA   | PA   | PA   | PA   |      |
| Maryland Parks and Recreation Association          | MRPA           | MD                        |      | MD   |      | MD   |      |      |      |      |      |
| Massachusetts Recreation and Park Association      | MRPA           |                           |      |      | MA   |      |      |      |      |      |      |
| National Federation of High Schools / NIAAA        | NFHS           |                           | TN   | TX   | CA   |      | MD   | TN   |      |      |      |
| National Recreation & Parks Association            | NRPA           | MN                        | GA   |      | TX   | NC   |      | MO   | LA   | IN   | MD   |
| New England Regional Turf Grass                    | NERTF          |                           |      |      |      |      |      |      |      | RI   |      |
| New Jersey Landscape Contractors Association       | NJLCA          |                           |      |      |      |      | NJ   |      |      |      | NJ   |
| New Jersey Recreation & Parks Association          | NJRPA          | NJ                        | NJ   | NJ   | NJ   |      | NJ   | NJ   |      | NJ   |      |
| New Jersey School Board Association                | NJASBO         |                           | NJ   | NJ   | NJ   |      | NJ   |      |      |      | TBD  |
| New Jersey Sports Turf Managers Association        | NJSTMA         |                           |      |      |      |      |      | NJ   |      |      |      |
| New York State Athletic Administrators Association | NYAAA          |                           |      |      |      | NY   |      |      |      |      |      |
| New York State Recreation & Park Society           | NYRPS          |                           |      | NY   |      |      |      |      |      |      |      |
| NJ Athletic Directors Association                  | DAANJ          | NJ                        |      |      | NJ   | NJ   | NJ   | NJ   |      |      | NJ   |
| NJ School Buildings & Ground Assoc. Expo           | NJSGBA         |                           | NJ   | NJ   |      |      | NJ   |      |      |      | NJ   |
| NJ State League of Municipalities                  | NJSLOM         | NJ                        | NJ   |      | NJ   | NJ   | NJ   |      | NJ   | NJ   |      |
| NJ Turf Grass Association Green Expo               | NJGIE          |                           |      |      |      |      | NJ   |      | NJ   | NJ   |      |
| North Carolina Coaches Association                 | NCCA           |                           |      |      |      |      | NC   |      |      |      |      |
| NC & SC Recreation & Parks Association             | NCRPA<br>SCRPA |                           |      |      |      |      | SC   |      |      |      |      |
| Northeastern PA Turf Grass Show                    | PSUTURF        |                           |      |      |      |      | PA   | PA   | PA   |      |      |
| NY Schools Buildings & Grounds Association         | NYSGBA         |                           | NY   | NY   | NY   | NY   | NY   | NY   | NY   |      |      |
| NYS BASEBALL COACHES SHOW                          | NYSBBC         | NY                        | NY   |      |      |      |      |      |      |      |      |
| NYSBGA – Mid-State Chapter                         |                |                           | NY   |      |      |      |      |      |      |      |      |
| Ohio Parks & Recreation Association                | OPRA           |                           |      |      |      |      | OH   |      |      |      |      |

**Partac Peat Corporation**  
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| TRADE SHOW NAME                                  | ACRONYM  | YEAR & STATE SHOW LOCATED |      |      |      |      |      |      |      |      |      |
|--|----------|---------------------------|------|------|------|------|------|------|------|------|------|
|  |          | 2010                      | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 |
| PA Recreation & Parks Society                    | PRPS     |                           |      |      |      |      |      | PA   |      |      |      |
| PA School Boards School Conference               | PASBO    |                           |      | PA   |      |      |      |      |      |      |      |
| Pennsylvania Athletic Directors Association      | PADA     | PA                        |      |      |      |      |      |      |      |      |      |
| Pennsylvania Municipal League                    | PML      |                           |      |      | PA   | PA   |      |      |      |      |      |
| Pennsylvania School Facilities Directors         | PASBO    |                           |      |      | PA   | PA   |      | PA   |      |      |      |
| Rhode Island League of Cities & Towns            | RILEAGUE |                           |      | RI   |      |      |      |      |      |      |      |
| Sports Turf Managers Association                 | STMA     | FL                        |      |      |      |      |      | FL   |      |      |      |
| Texas Girls Coaches Association                  | TGCA     |                           |      |      |      |      | TX   |      |      |      |      |
| Texas High School Athletic Directors Association | THSADA   |                           |      |      |      |      |      | TX   |      |      |      |
| Texas High School Baseball Coaches Association   | THSBICA  |                           |      |      |      | TX   |      |      |      |      | TX   |
| Texas High School Coaches Association            | THSCA    |                           |      |      |      |      |      | TX   |      |      |      |
| Texas Public Purchasing Agents                   | TxPPA    |                           |      |      |      |      | TX   |      |      |      |      |
| Vermont Recreation & Parks Association           | VTRPA    |                           |      |      |      |      |      | VT   |      |      |      |
| West Virginia Recreation & Parks Association     | WVRPA    |                           |      |      |      |      | WV   |      |      |      |      |
| World Baseball & Softball Coaches Convention     | WBBSBCC  |                           |      |      |      |      | CT   | CT   |      |      |      |
| Rutgers / SFMNJ – Field Day                      | SFMNJ    |                           |      |      |      |      |      |      |      | NJ   |      |

**3. Cooperative Marketing: Describe ways in which this business can collaborate with Member Agencies in marketing the bid.**

As a certified SBE (Small Business Entity) by State of New Jersey our company was built on connecting consumers with products to fulfill their sport surfacing needs ... we love a good co-op program! By working with the AEPA Co-op states, we would be able to help them increase awareness of the multitude of products available for purchase under the auspices of the co-op. As with the ESCNJ co-op we worked hard to get our customers to join the co-op showing them the opportunities not only with our company, but with other "unrelated" contracts offered thru the co-op. Each year we spend on average (see confidential advertising budget) in display advertising through various sports market publications as well as on average (see confidential advertising budget) in attending tradeshow, with additional (see confidential advertising budget) spent on maintaining memberships in numerous organizations. We are continually working on search engine optimization and social media marketing opportunities. As with the BuyBoard Bid Award we make a concerted effort in marketing on the local level and attending trades shows in their member states. Additionally we send out "hard copy" mailings to their members as we found most people are already inundated with emails. We have found that we get a

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better ROI (return on investment) by mailing catalogs/price lists to potential customers. Additionally, it is our intent to create a webpage for each member state that will contain links to all approved catalogs, pricing and pertinent contract details including time-sensitive fliers, informational product brochures, etc.

- 4. Sales Training: Explain how your company will educate your sales staff on the AEPA contract including timing, methods, etc.** At the onset of all new bids, sales staff are provided with an overview of the bid and its guidelines, including pricing, who can order from the contract, terms and conditions, and the respective ordering procedures for each state. Utilizing our corporate intranet/file sharing, each sales person has access to approved bid documents. By using the same files we ensure that there are no inconsistencies. We try to keep the general terms amongst all bids the same, where they differ we offer internal notes/sheets pointing out differences. Additionally, by having specific contract managers assigned to the various bids, the assigned contract manager can focus on the terms and needs of a specific bid i.e. we utilize a corporate calendaring system to note when quarterly reports and commissions are due to various entities, so the contract manager has all the pieces of the "puzzle" together in order to meet reporting deadlines. When new bids are approved a new "customer type" is created in the corporate database to reflect pertinent information for sales staff when entering information on quotes / orders. As new bid members (customers) are added or updated to a different bid, their profile is updated to reflect the current pricing & terms to be used. We regularly download updated co-op member lists to ensure bid discounts, if applicable, to all members. We have found more times than not, customers do not even know they are part of a co-op. We start cross-selling and up-selling at the onset of every new business relationship = members get a clear picture pretty quickly about the number of products we have available to them for purchase under the bid(s). We try to position ourselves as a trusted advisor versus a product pusher. Our conversations with your members focus on the immediate need (how can we help you today?) and the bigger picture (how can we grow together as your needs change / develop?)

Signature   
*\*Must be same authorized signature that appears on Form A – Bid Affidavit and Form B – Acceptance of Bid & Contract Award.*

## AEPA IFB #018.5-C Athletic Equipment and Supplies Form D – Exceptions and Deviations

Name of Bidder: Partac Peat Corporation

### Exceptions

**Instructions:**

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the bidder’s name and identifying information as to which item the response refers must appear on each page.
4. Scan this form plus any attachments into a single PDF document.
5. Title the file as per the instructions and upload your PDF document to Public Purchase with the Bidder’s proposal.
6. Exceptions to local, state or federal laws cannot be accepted under this bid.

|          |   |
|----------|---|
|          | No, this bidder does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.         |
| <b>X</b> | Yes, this bidder has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this IFB. |

| IFB Section and Page Number | Outline Number | Term and Condition   | Exception                       |
|-----------------------------|----------------|--|---------------------------------|
| Part B, Pg#5                | 6.16           | <i>Vendor Partner must have a 24-hour toll-free order fax line.</i>  | See attached sheet for details. |
| Part B, Pg#5                | 6.19           | <i>Supply orders that are \$50.00 or more shall include free shipping, unless exceptions are noted. Vendor Partner shall bid a flat rate for all orders that are less than \$50.00 regardless of where to be shipped in the continental United States.</i> | See attached sheet for details. |
|                             |                |  |                                 |
|                             |                |  |                                 |
|                             |                |  |                                 |
|                             |                |  |                                 |
|                             |                |  |                                 |
|                             |                |  |                                 |

### Deviations

**Instructions:**

7. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
8. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
9. If adding pages, the bidder’s name and identifying information as to which item the response refers must appear on each page.
10. Scan this form plus any attachments into a single PDF document.

11. Title the file as per the instructions and upload your PDF document to Public Purchase with the Bidder's proposal.
12. Deviations to local, state or federal laws cannot be accepted under this bid.

|   |   |
|---|---|
|   | No, this bidder does not have deviations (exceptions or alternates) to the specifications listed in Part B of this IFB. |
| X | Yes, this bidder has the following deviations to the specifications listed in Part B of this IFB.                       |

| Outline Number Part B | Specification (describe) | Details of Deviation            |
|-----------------------|--------------------------|---------------------------------|
| Part B, Pg#4          | 6.2                      | See attached sheet for details. |
| Part B, Pg#4          | 6.3                      | See attached sheet for details. |
| Part B, Pg#5          | 6.15                     | See attached sheet for details. |
| Part B, Pg#5          | 6.18                     | See attached sheet for details. |
| Part B, Pg#5          | 7.1.3                    | See attached sheet for details. |
| Part B, Pg#5          | 7.1.5                    | See attached sheet for details. |
|                       |                          |                                 |

Signature Denise Pierce Denise Pierce, Sales Manager

*\*Must be same authorized signature that appears on Form A - Bid Affidavit and Form B - Acceptance of Bid & Contract Award.*



**FORM D - Exceptions and Deviations - Partac Peat Corporation**

**Part B - Standard Specifications - 6.16**

*Vendor Partner must have a 24-hour toll-free order fax line.*

We do not have a toll free order fax line. We encourage members to send POs via email:

POs can be sent to the contract manager using any of the following email addresses:

[denise@partac.com](mailto:denise@partac.com)  
[denise@beamclay.com](mailto:denise@beamclay.com)  
[sales@partac.com](mailto:sales@partac.com)  
[sales@beamclay.com](mailto:sales@beamclay.com)

We can, if requested, create contract specific email addresses based on AEPA agency member example:

[escnj.orders@partac.com](mailto:escnj.orders@partac.com)  
[escnj.orders@beamclay.com](mailto:escnj.orders@beamclay.com)

The custom email address would then be used on all member agency marketing materials.

**Part B - Standard Specifications - 6.19**

*Supply orders that are \$50.00 or more shall include free shipping, unless exceptions are noted. Vendor Partner shall bid a flat rate for all orders that are less than \$50.00 regardless of where to be shipped in the continental United States.*

Throughout our catalogs there are a number of items that are noted as Call for Price / Call for Quote. These items would not be considered part of our bid – since they are custom order items with too many variables to provide a “bid price”.

Because we have **thousands** of products that ship from various manufacturers & centralized warehouses across the country, many of which are custom made to the customer's size requirements, it isn't possible to give shipping and handling for many products.

Due to the nature of many of our products, we are asking for an exception/deviation to the shipping and handling.

It is our practice with **all** orders whether a bid or not to **provide each customer with a quote prior to receiving/processing purchase orders that includes shipping and handling.**

Most of our orders are either bulk trailer loads or palletized shipments. **It is not feasible to give one delivered price for thousands of possible variations (without grossly over charging someone).** We can save customers monies by asking specific shipping questions such as: do you have a loading dock, forklift, pallet jack, do you need lift-gate services, or a box truck for deliveries. Can you take delivery in a bulk end dump trailer or do you need a tri-axle delivery, these are just a few questions that can save customers hundreds of dollars on delivery.

As for items less than \$50 again we cannot quote a flat rate - example an 80 lb. bag of Hartru Fast-Dry Surfacing would be sent using dimensional weight versus a 500' roll of nylon lacing twine would be classed differently based on the size box it is shipped in both using UPS Ground. Therefore, we propose that shipping / handling be quoted to each customer on a case by case basis depending on items and quantities BEFORE issuing/accepting a purchase order.

Customer pick-up for items stocked in Great Meadows, NJ is permitted. Customers are to call ahead and place orders, so that we can schedule the material to be pulled from stock and brought over to the loading dock area. This reduces the amount of time spent at our facility. Our hours for customer pick-up are Monday thru Friday 8:30AM to 4PM, most Saturdays from 8:30AM to 11:30 AM.

We observe the following holidays and our facility is closed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, day after Christmas.

Not only are we a manufacturer, but we are national distributors for some of leading athletic brands across the nation which ship from hundreds of locations throughout the country. We save our customers valuable monies by drop shipping directly from manufacturers and strategically located warehouses. Some product brands name we offer include:

|                     |                    |                   |  |                      |
|---------------------|--------------------|-------------------|--|----------------------|
| <b>Beam Clay</b>    | <b>Diamond Dry</b> | <b>Hartru</b>     | <b>Northeast</b>                       | <b>SAF</b>           |
| <b>Partac</b>       | <b>Diamond Pro</b> | <b>Hilltopper</b> | <b>Osborne</b>                         | <b>Schutt</b>        |
| <b>AAE</b>          | <b>Douglas</b>     | <b>Hollywood</b>  | <b>PitchPro</b>                        | <b>Soft Touch</b>    |
| <b>Aer-Flo</b>      | <b>DuraPad</b>     | <b>JayPro</b>     | <b>Portolite</b>                       | <b>Stabilizer</b>    |
| <b>Alumagoal</b>    | <b>Enduro</b>      | <b>MarkSmart</b>  | <b>Porta Pitch</b>                     | <b>Stackhouse</b>    |
| <b>ArmorMesh</b>    | <b>EnviroSafe</b>  | <b>MarMound</b>   | <b>ProMounds</b>                       | <b>TerraFlow</b>     |
| <b>Ball Fabrics</b> | <b>FenceGuards</b> | <b>Midwest</b>    | <b>Proper Pitch</b>                    | <b>True Pitch</b>    |
| <b>Batco</b>        | <b>Fieldmaster</b> | <b>MTP</b>        | <b>Pro's Choice</b>                    | <b>Turf Defender</b> |
| <b>Big Bubba</b>    | <b>FieldSaver</b>  | <b>Mule Mix</b>   | <b>RMP Mounds</b>                      | <b>Typar</b>         |
| <b>Big League</b>   | <b>Gandy</b>       | <b>NRS</b>        | <b>Rogers</b>                          | <b>Whiteline</b>     |
| <b>Bolco</b>        | <b>GymGuard</b>    | <b>Newstripe</b>  | <b>BSN / Athletic Connection / VPI</b> |                      |

FORM D - Exceptions and **Deviations** - Partac Peat Corporation

Part B - Standard Specifications - 6.2

*The Vendor Partner shall maintain a minimum monthly overall average fill rate of 95% or above. Line items that are reordered, backordered, or partially filled are not considered filled line items when calculating this service level.*

As a certified SBE competing against large companies, we pride ourselves on speaking with each and every customer to ensure that they get the right product. We have an extraordinarily low return rate because of these actions. We make a concerted effort to process orders in a timely fashion with the greatest of accuracy. We will include on all quotes lead time and transit time, by sending a purchase order customer acknowledges/understands the lead/shipping times.

During peak seasons our Great Meadows, NJ warehouse on average stocks nearly 30,000+ bags of material. Bulk material is continually made throughout the year. We try to maintain "good" stock piles of each bulk material we manufacturer, **HOWEVER, due to the nature of our business and products weather plays a SIGNIFICANT role in production schedules.** Material cannot be produced in "wet" weather / "wet" conditions no matter which part of the country we ship from, frankly, it's like working with mud in many cases. We do not want to ship material that is excessively wet as it holds water = less material for your members and I am sure your members do not want to pay for water weight – when if shipped in optimal conditions they get more material for their money. Throughout the season we make every effort to accommodate customer needs. For example, we make VERY early morning and Saturday deliveries to avoid school parking lot traffic nightmares during the week for a bulk dump trailer trying to access a school field.

As orders are received they are put on the scheduling list which changes by the hour. Please know that we do our best to accommodate "customer" deadlines when it comes to manufacturing of bulk materials – whether for bulk or bagged orders.

Most of our products are drop-shipped directly from the manufacturers or centralized warehouses. We include on most quotes a lead time, so that customers can plan accordingly. Many items due to the nature of our business are considered non-stock or custom orders (ex. Windscreens, wall padding, backstop padding, larger portable mounds, items with imprinting, etc.). They are shipped as soon as they are produced by one of the many manufacturers we represent.

We observe the following holidays and our facility is closed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, day after Christmas.

FORM D - Exceptions and **Deviations** - Partac Peat Corporation

Part B - Standard Specifications - 6.3

*Orders must be shipped within 48 hours after receipt of an order 90% of the time. The Vendor Partner will notify the Buyer if product ordered cannot be shipped within this time period to provide the opportunity to secure product elsewhere.*

As a certified SBE competing against large companies, we pride ourselves on speaking with each and every customer to ensure that they get the right product. We have an extraordinarily low return rate because of these actions. We make a concerted effort to process orders in a timely fashion with the greatest of accuracy. We will include on all quotes lead time and transit time, by sending a purchase order customer acknowledges/understands the lead/shipping times.

During peak seasons our Great Meadows, NJ warehouse on average stocks nearly 30,000+ bags of material. Bulk material is continually made throughout the year. We try to maintain "good" stock piles of each bulk material we manufacturer, **HOWEVER, due to the nature of our business and products weather plays a SIGNIFICANT role in production schedules.** Material cannot be produced in "wet" weather / "wet" conditions no matter which part of the country we ship from, frankly, it's like working with mud in many cases. We do not want to ship material that is excessively wet as it holds water = less material for your members and I am sure your members do not want to pay for water weight – when if shipped in optimal conditions they get more material for their money. Throughout the season we make every effort to accommodate customer needs ex. We make VERY early morning and Saturday deliveries to avoid school parking lot traffic nightmares during the week for a bulk dump trailer trying to access a school field.

As orders are received they are put on the scheduling list which changes by the hour. Please know that we do our best to accommodate "customer" deadlines when it comes to manufacturing of bulk materials – whether for bulk or bagged orders.

Most of our products are drop-shipped directly from the manufacturers or centralized warehouses. We include on most quotes a lead time, so that customers can plan accordingly. Many items due to the nature of our business are considered non-stock or custom orders (For example: Windscreens, wall padding, backstop padding, larger portable mounds, items with imprinting, etc.). They are shipped as soon as they are produced by one of the many manufacturers we represent.

We observe the following holidays and our facility is closed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, day after Christmas.

**FORM D - Exceptions and Deviations - Partac Peat Corporation**

**Part B - Standard Specifications - 6.15**

*Vendor Partner must maintain a toll free technical support line open 8 a.m. Eastern Time zone until 5 p.m., Pacific Time zone, Monday through Friday. Calls must be answered by a live US technician.*

We have live representatives answer ALL our phones from 8AM – 5PM EST, Monday thru Friday, and 8AM-12 Noon most Saturdays. Our numbers are 800-247-BEAM [2326] and 908-637-4191. Each of these lines has a “roll feature” if line is busy forwards to other internal numbers, so that the calls are answered. Generally, we have staff here from 7AM – 6PM – Monday thru Friday.

**FORM D - Exceptions and Deviations - Partac Peat Corporation**

**Part B - Standard Specifications - 6.18**

*Vendor Partner shall provide a Safety Data Sheet (SDS) for all items sold, if required. A separate sheet shall be provided for each individual item when purchase is made.*

In order to reduce the amount of wasted paper and keeping line with “green” industry / “live green” processes, members can access our website to download MSDS / SDS sheets at their convenience rather than print redundant paperwork.

## Part B – Product | Category Specific Specifications – 7.1.3

*If walk-in pickup is available, please provide list of branches, on Form C, including appropriate contact information. Walk-in pickup must accept both Purchase Orders and Purchasing Cards, and require AEPA contract number for auditing purposes.*

During peak seasons our Great Meadows, NJ warehouse on average stocks nearly 30,000+ bags of material. Bulk material is continually made throughout the year. We try to maintain “good” stock piles of each bulk material we manufacturer, **HOWEVER, due to the nature of our business and products weather plays a SIGNIFICANT role in production schedules.** Material cannot be produced in “wet” weather / “wet” conditions no matter which part of the country we ship from, frankly, it’s like working with mud in many cases. We do not want to ship material that is excessively wet as it holds water = less material for your members and I am sure your members do not want to pay for water weight – when if shipped in optimal conditions they get more material for their money. Throughout the season we make every effort to accommodate customer needs ex. We make VERY early morning and Saturday deliveries to avoid school parking lot traffic nightmares during the week for a bulk dump trailer trying to access a school field.

Our procedure is for customers to call ahead and place orders, so that we can schedule the material to be pulled from stock and brought over to the loading dock area where applicable. This reduces the amount of time spent at our facility. Our hours for customer pick-up are Monday thru Friday 8:30AM to 4PM, most Saturdays from 8:30AM to 11:30 AM.

All orders are prepaid unless a school/university/municipal/government purchase order is provided. We accept the following credit cards: MC, VISA, Discover, AX. **PLEASE KNOW** that we add a 3.5% convenience charge to **ALL** credit card payments. If members prefer to pay by credit card, we will send the authorized card user an itemized authorization form to fill out and return to us.

We do our best to accommodate “customer” emergencies and certainly accept orders for drop-ins whenever possible.

We observe the following holidays and our facility is closed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, day after Christmas.

See next page



Part B – Product | Category Specific Specifications – 7.1.3

*If walk-in pickup is available, please provide list of branches, on Form C, including appropriate contact information. Walk-in pickup must accept both Purchase Orders and Purchasing Cards, and require AEPA contract number for auditing purposes.*

We generally have in stock the following palletized and accessory type items: *(This list is not all inclusive.)*

|   |   |   |
|---|---|---|
| Beam Clay Pitcher's Mound Clay - Red              | Hilltopper Mound & Home Plate Clay          | Pro's Choice – Select Red               |
| Beam Clay Pitcher's Mound Clay – Orange           | Hilltopper Infield Mix                      | Pro's Choice – Select Pro Red           |
| Beam Clay Pitcher's Mound Clay – Brown            | Hilltopper Warning Track Mix                | Pro's Choice – Red                      |
| Beam Clay Pitcher's Mound Clay – Grey             | Hilltopper Infield Conditioner              | Pro's Choice – Rapid Dry                |
| Beam Clay Pitcher's Mound Clay - Tan              | Diamond Dry                                 | Pro's Choice – Mound & Home Plate Clay  |
| Beam Clay Pitcher's Mound Clay – Home Plate       | Guideline Athletic Field Marker             | Hartru Green Fast-Dry Surfacing         |
| Beam Clay 3/16" Red Warning Track                 | Partac Premium Top Dressing                 | Northeast Red Fast-Dry Surfacing        |
| Beam Clay Baseball Diamond Mix – Original Premium | Partac Divot Repair Mix – Green Sand Fine   | Northeast Green Fast-Dry Surfacing      |
| Beam Clay Baseball Diamond Mix – Pro Premium      | Partac Divot Repair Mix – Green Sand Coarse | Stabilized Walking Path Mix - Red       |
| ¼" Clean Red Lava                                 | Partac Divot Repair Mix - Premium           | Stabilized Walking Path Mix - White     |
| 2mm Red Brick Dust                                | Partac Golf Sand "B"                        | Stabilized Walking Path Mix - Grey      |
| Red Slate Top-Dressing                            | Partac Golf Sand "B" – Heat Treated         | Partac Beach / Volleyball Sand - Medium |
| Stabilizer  | Bentonite                                   |   |

| ACCESSORIES                    |
|--------------------------------|
| Permanent Foul Line            |
| Stille Safe "T" Matt Systems   |
| Stille Perma                   |
| Unfired Clay Bricks            |
| Select Yankee & Midwest Rakes  |
| Rigid & Flex Drag Mats         |
| Cocoa Mats                     |
| Base Digout Tools              |
| Cleat Brushes / Cleat Cleaners |
| Base Plugs                     |
| Golf Hole Targets              |

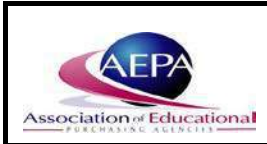
FORM D - Exceptions and **Deviations** - Partac Peat Corporation

Part B - Product | Category Specific Specifications - 7.1.5

*Vendor Partner must include its return policy to deal with the return of damaged or items ordered in error. The policy must address restocking fees and shipping charges.*

On the very rare occasion a customer needs to make a return here is our policy:

15% for products returned with prior authorization in unused and undamaged condition. Customer is also responsible for shipping both ways. Custom orders such as custom sized windscreens, rain covers, items with custom printed logos cannot be returned.



**Form F.1 – Catalog Discount for Items in a Commercially Available Catalog Required  
IFB# 018.5-C Athletic Equipment & Supplies**

Additional Lines may be inserted as needed

**Form F.1 is a REQUIRED FORM**

Note: Groupings to be defined by Bidder, can be by sub-category, manufacturer, etc.

**Respondent name:** Partac Peat Corporation AEPA -IFB#018.5-Athletic Equipment and Supplies -Form F.1

**Category: Baseball/Softball**

| Catalog Title   | Catalog Date | Manufacturer | Sub Category        | Catalog URL  | Catalog Expiration Date                            | MFR List Price                               | Discount %         | Net Cost                                       | Shipping Fees                             | Discount Y/N |
|---|--------------|--------------|---------------------|--|--|--|--------------------|--|---|--------------|
| 1.01 » Infields, Pitcher's Mounds, Batter's Boxes, Warning Tracks, Infield Conditioners and Drying Agents | 1-Jan-18     | Various      | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes          |
| 1.02 » On-Deck Circle, Fungo Circle, Coaches Box Pads   | 1-Jan-18     | Various      | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes          |
| 1.03 » Infield Grooming Equipment   | 1-Jan-18     | Various      | All Field Sports    | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes          |
| 1.04 » Batting Practice: Batting Cages, Tunnels, Turf Covers, Mats and Protective Screens                 | 1-Jan-18     | Various      | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes          |
| 1.05 » Portable Pitching Mounds   | 1-Jan-18     | Various      | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes          |
| 1.06A » Hollywood - Bases, Pitching Rubbers, Home Plates, Training Aids                                   | 1-Jan-18     | Various      | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes          |
| 1.06B » Soft Touch Bases  | 1-Jan-18     | Various      | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes          |
| 1.06C » Rogers Breakaway Bases  | 1-Jan-18     | Various      | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes          |

|   |          |         |                     |  |  |  |                    |  |   |     |
|---|----------|---------|---------------------|--|--|--|--------------------|--|---|-----|
| 1.06D » Bolco - Bases, Pitching Rubbers, Home Plates                  | 1-Jan-18 | Various | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.07A » Field Marking: Dry Line Marking Chalk & Equipment             | 1-Jan-18 | Various | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 107B - Turf Paints, Marking Equipment and Stencils and Layout Systems | 1-Jan-18 | Various | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.07C » Field Marking: Layout Systems                                 | 1-Jan-18 | Various | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.08 » Foul Poles   | 1-Jan-18 | Various | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.09 » Rain Covers  | 1-Jan-18 | Various | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.10 » Water Removal Equipment and Drainage Systems                   | 1-Jan-18 | Various | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.11 » Watering Hoses and Equipment                                   | 1-Jan-18 | Various | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.12A » Aluminum Benches & Picnic Tables                              | 1-Jan-18 | Various | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.12B » Aluminum Bleachers  | 1-Jan-18 | Various | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.13A » Backstops   | 1-Jan-18 | Various | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |

|   |                     |                     |                     |  |  |  |                    |  |   |                     |
|---|---------------------|---------------------|---------------------|--|--|--|--------------------|--|---|---------------------|
| 113B » Backstop and Wall Padding                      | 1-Jan-18            | Various             | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 1.14 » Fence Guards                                   | 1-Jan-18            | Various             | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 1.15 » Windscreen and Distance Banners                | 1-Jan-18            | Various             | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 1.16 » Ball and Barrier Netting   Ballstopper Systems | 1-Jan-18            | Various             | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 1.17 » Fencing - Portable and Safety                  | 1-Jan-18            | Various             | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 1.18 » Miscellaneous Baseball Equipment               | 1-Jan-18            | Various             | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 1.19 » Turf Top-Dressings and Landscape Products      | 1-Jan-18            | Various             | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 1.20 » Geotextiles, Turf Covers and Bench Tarps       | 1-Jan-18            | Various             | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 1.21 » Turf Protection                                | 1-Jan-18            | Various             | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 1.22 » Artificial Turf                                | 1-Jan-18            | Various             | Baseball / Softball | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| <b>Category: All Sports</b>                           |                     |                     |                     |  |  |  |                    |  |   |                     |
| <b>Catalog Title</b>                                  | <b>Catalog Date</b> | <b>Manufacturer</b> | <b>Sub Category</b> | <b>Catalog URL</b>   | <b>Catalog Expiration Date</b>                     | <b>MFG List Price</b>                        | <b>Discount %</b>  | <b>Net Cost</b>                                | <b>Shipping Fees</b>                      | <b>Discount Y/N</b> |
| 1.03 » Infield Grooming                               | 1-Jan-18            | Various             | All Field Sports    | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st                               | various -- see                               | 5% off list prices | various --                                     | to be quoted                              | Yes                 |
| 1.07A » Field Marking: Dry Line                       | 1-Jan-18            | Various             | All Field Sports    | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st                               | various -- see                               | 5% off list prices | various --                                     | to be quoted                              | Yes                 |

|   |          |         |                  |  |  |  |                    |  |   |     |
|---|----------|---------|------------------|--|--|--|--------------------|--|---|-----|
| 1.09 » Rain Covers                                    | 1-Jan-18 | Various | All Field Sports | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.10 » Water Removal Equipment and Drainage Systems   | 1-Jan-18 | Various | All Field Sports | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.11 » Watering Hoses and Equipment                   | 1-Jan-18 | Various | All Field Sports | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.12A » Aluminum Benches & Picnic Tables              | 1-Jan-18 | Various | All Field Sports | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.12B » Aluminum Bleachers                            | 1-Jan-18 | Various | All Field Sports | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.13B » Backstop and Wall Padding                     | 1-Jan-18 | Various | All Field Sports | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.14 » Fence Guards                                   | 1-Jan-18 | Various | All Field Sports | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.15 » Windscreen and Distance Banners                | 1-Jan-18 | Various | All Field Sports | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.16 » Ball and Barrier Netting   Ballstopper Systems | 1-Jan-18 | Various | All Field Sports | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.17 » Fencing - Portable and Safety                  | 1-Jan-18 | Various | All Field Sports | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.19 » Turf Top-Dressings and Landscape Products      | 1-Jan-18 | Various | All Field Sports | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |

|   |                     |                     |                     |  |  |  |                    |  |   |                     |
|---|---------------------|---------------------|---------------------|--|--|--|--------------------|--|---|---------------------|
| 1.20 » Geotextiles, Turf Covers and Bench Tarps                   | 1-Jan-18            | Various             | All Field Sports    | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 1.21 » Turf Protection  | 1-Jan-18            | Various             | All Field Sports    | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 1.22 » Artificial Turf  | 1-Jan-18            | Various             | All Field Sports    | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 11 » Gym Guard Floor Protection, Gym Mats and Indoor Wall Padding | 1-Jan-18            | Various             | All Field Sports    | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| <b>Category: Field &amp; Track</b>                                |                     |                     |                     |  |  |  |                    |  |   |                     |
| <b>Catalog Title</b>  | <b>Catalog Date</b> | <b>Manufacturer</b> | <b>Sub Category</b> | <b>Catalog URL</b>   | <b>Catalog Expiration Date</b>                     | <b>MFG List Price</b>                        | <b>Discount %</b>  | <b>Net Cost</b>                                | <b>Shipping Fees</b>                      | <b>Discount Y/N</b> |
| 9 » Running Tracks   Shot Put Surfacing                           | 1-Jan-18            | Various             | Track & Field       | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 1.20 » Geotextiles, Turf Covers and Bench Tarps                   | 1-Jan-18            | Various             | Track & Field       | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 1.21 » Turf Protection  | 1-Jan-18            | Various             | Track & Field       | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| <b>Category: Football</b>   |                     |                     |                     |  |  |  |                    |  |   |                     |
| <b>Catalog Title</b>  | <b>Catalog Date</b> | <b>Manufacturer</b> | <b>Sub Category</b> | <b>Catalog URL</b>   | <b>Catalog Expiration Date</b>                     | <b>MFG List Price</b>                        | <b>Discount %</b>  | <b>Net Cost</b>                                | <b>Shipping Fees</b>                      | <b>Discount Y/N</b> |
| 5 » Football and Soccer Surfaces                                  | 1-Jan-18            | Various             | Football            | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st                               | various -- see                               | 5% off list prices | various --                                     | to be quoted                              | Yes                 |
| 1.20 » Geotextiles, Turf Covers and Bench Tarps                   | 1-Jan-18            | Various             | Football            | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 1.21 » Turf Protection  | 1-Jan-18            | Various             | Football            | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 1.12A » Aluminum Benches &  | 1-Jan-18            | Various             | Football            | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st                               | various -- see                               | 5% off list prices | various --                                     | to be quoted                              | Yes                 |
| 1.12B » Aluminum Bleachers  | 1-Jan-18            | Various             | Football            | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st                               | various -- see                               | 5% off list prices | various --                                     | to be quoted                              | Yes                 |

| Category: Golf  |              |              |                    |  |  |  |                    |  |   |                        |
|---|--------------|--------------|--------------------|--|--|--|--------------------|--|---|------------------------|
| Catalog Title   | Catalog Date | Manufacturer | Sub Category       | Catalog URL  | Catalog Expiration Date                            | MFG List Price                               | Discount %         | Net Cost                                       | Shipping Fees                             | Discount Available Y/N |
| 1.19 » Turf Top-Dressings and Landscape Products                  | 1-Jan-18     | Various      | Golf               | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                    |
| 14 » Pathway Mixes  | 1-Jan-18     | Various      | Golf               | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                    |
| 1.20 » Geotextiles, Turf Covers and Bench Tarps                   | 1-Jan-18     | Various      | Golf               | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                    |
| 1.21 » Turf Protection  | 1-Jan-18     | Various      | Golf               | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                    |
| Category: Gymnastics  |              |              |                    |  |  |  |                    |  |   |                        |
| Catalog Title   | Catalog Date | Manufacturer | Sub Category       | Catalog URL  | Catalog Expiration Date                            | MFG List Price                               | Discount %         | Net Cost                                       | Shipping Fees                             | Discount Available Y/N |
| 11 » Gym Guard Floor Protection, Gym Mats and Indoor Wall Padding | 1-Jan-18     | Various      | Gymnastics         | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                    |
| Category: Physical Education                                      |              |              |                    |  |  |  |                    |  |   |                        |
| Catalog Title   | Catalog Date | Manufacturer | Sub Category       | Catalog URL  | Catalog Expiration Date                            | MFG List Price                               | Discount %         | Net Cost                                       | Shipping Fees                             | Discount Available Y/N |
| 11 » Gym Guard Floor Protection, Gym Mats and Indoor Wall Padding | 1-Jan-18     | Various      | Physical Education | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                    |
| Category: Soccer  |              |              |                    |  |  |  |                    |  |   |                        |
| Catalog Title   | Catalog Date | Manufacturer | Sub Category       | Catalog URL  | Catalog Expiration Date                            | MFG List Price                               | Discount %         | Net Cost                                       | Shipping Fees                             | Discount Available Y/N |
| 1.16 » Ball and Barrier Netting   Ballstopper Systems             | 1-Jan-18     | Various      | Soccer             | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                    |



|   |                     |                     |                     |  |  |  |                    |  |   |                     |
|---|---------------------|---------------------|---------------------|--|--|--|--------------------|--|---|---------------------|
| 1.20 » Geotextiles, Turf Covers and Bench Tarps                   | 1-Jan-18            | Various             | Soccer              | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 1.21 » Turf Protection  | 1-Jan-18            | Various             | Soccer              | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 1.07A » Field Marking: Dry Line                                   | 1-Jan-18            | Various             | Soccer              | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st                               | various -- see                               | 5% off list prices | various --                                     | to be quoted                              | Yes                 |
| <b>Category: Tennis</b>   |                     |                     |                     |  |  |  |                    |  |   |                     |
| <b>Catalog Title</b>  | <b>Catalog Date</b> | <b>Manufacturer</b> | <b>Sub Category</b> | <b>Catalog URL</b>   | <b>Catalog Expiration Date</b>                     | <b>MFG List Price</b>                        | <b>Discount %</b>  | <b>Net Cost</b>                                | <b>Shipping Fees</b>                      | <b>Discount Y/N</b> |
| 8A » Tennis Courts: Natural Clay and Fast-Dry Clay                | 1-Jan-18            | Various             | Tennis              | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 8C » Hartru Tennis Accessories                                    | 1-Jan-18            | Various             | Tennis              | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 1.15 » Windscreen and Distance Banners                            | 1-Jan-18            | Various             | Tennis              | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| <b>Category: Volleyball</b>                                       |                     |                     |                     |  |  |  |                    |  |   |                     |
| <b>Catalog Title</b>  | <b>Catalog Date</b> | <b>Manufacturer</b> | <b>Sub Category</b> | <b>Catalog URL</b>   | <b>Catalog Expiration Date</b>                     | <b>MFG List Price</b>                        | <b>Discount %</b>  | <b>Net Cost</b>                                | <b>Shipping Fees</b>                      | <b>Discount Y/N</b> |
| 10 » Volleyball Surfacing   | 1-Jan-18            | Various             | Volleyball          | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 1.12A » Aluminum Benches &  | 1-Jan-18            | Various             | Volleyball          | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st                               | various -- see                               | 5% off list prices | various --                                     | to be quoted                              | Yes                 |
| 1.12B » Aluminum Bleachers  | 1-Jan-18            | Various             | Volleyball          | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st                               | various -- see                               | 5% off list prices | various --                                     | to be quoted                              | Yes                 |
| <b>Category: Other - Sports - Parks and Recreation Activities</b> |                     |                     |                     |  |  |  |                    |  |   |                     |
| <b>Catalog Title</b>  | <b>Catalog Date</b> | <b>Manufacturer</b> | <b>Sub Category</b> | <b>Catalog URL</b>   | <b>Catalog Expiration Date</b>                     | <b>MFG List Price</b>                        | <b>Discount %</b>  | <b>Net Cost</b>                                | <b>Shipping Fees</b>                      | <b>Discount Y/N</b> |
| 2 » Bocce Court Surfacing   | 1-Jan-18            | Various             | Other               | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |
| 3 » Cricket Pitch Clays   | 1-Jan-18            | Various             | Other               | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes                 |

|   |          |         |       |  |  |  |                    |  |   |     |
|---|----------|---------|-------|--|--|--|--------------------|--|---|-----|
| 6 » Horseshoe and Quoit Pits Surfacing          | 1-Jan-18 | Various | Other | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 14 » Pathway Mixes                              | 1-Jan-18 | Various | Other | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 15 » Dog Park Surfacing                         | 1-Jan-18 | Various | Other | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.12A » Aluminum Benches & Picnic Tables        | 1-Jan-18 | Various | Other | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.12B » Aluminum Bleachers                      | 1-Jan-18 | Various | Other | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.20 » Geotextiles, Turf Covers and Bench Tarps | 1-Jan-18 | Various | Other | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.21 » Turf Protection                          | 1-Jan-18 | Various | Other | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st year as per terms of this bid | various -- see attached catalogs/price lists | 5% off list prices | various -- see attached catalogs / price lists | to be quoted as per our exceptions sheets | Yes |
| 1.07A » Field Marking: Dry Line                 | 1-Jan-18 | Various | Other | <a href="http://www.beamclay.com/catalogs">www.beamclay.com/catalogs</a> | 12-15 months for 1st                               | various -- see                               | 5% off list prices | various --                                     | to be quoted                              | Yes |

**AEPA IFB #018.5-C Athletic Equipment & Supplies**  
**Uniform Guidance "EDGAR" Certification**  
**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 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 agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the vendor's authorized representative check and initial the applicable boxes and sign the acknowledgement at the end of this form. If a vendor fails to complete any item of this form, AEPA will consider and may list the response, as the vendors is unable to comply. A "No" response to any of the items below may impact the ability of a purchasing agency to purchase from the vendor using federal funds.

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**1. Violation of Contract Terms and Conditions**

Provisions regarding vendor 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 vendor 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.

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**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 vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the vendor's return policy. If the participating agency has paid the vendor for goods and services not year provided as the date of termination, vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the vendor, the participating agency's provision shall control.

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**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. Vendor 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 vendor agrees that it shall comply with such provision.

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#### **4. Davis Bacon Act**

When required by Federal program legislation, vendor agrees that, for all participating agency construction contracts/purchases in excess of \$2,000, vendor 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, vendor 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. In addition, vendor 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](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor’s acceptance of wage determination.

Vendor further agrees that is 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 construction completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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#### **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, vendor 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, vendor 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 the 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 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.

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#### **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.

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#### **7. 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 sub grants 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, vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

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## **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. Vendor certifies that the vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the vendor if vendor 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.

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## **9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352), vendors 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 USC 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.

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## **10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, vendor 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 recover, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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## **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 CFR 200.323(b). When required by a participating agency, vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, vendor agrees that the total price, including profit, charged by the vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the vendors contract with AEPA.

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## **12. General Compliance with Participating Agencies**

In addition to the foregoing specific requirements, vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with 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.

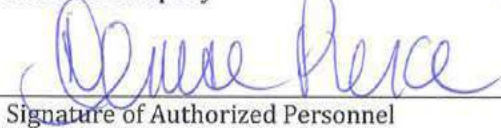
**Complete the table shown below, include both Yes/No and initial per certification requirement.**

| Vendor Certification (By Item)                            | Vendor Certification:<br>YES, I agree or<br>NO, I do NOT agree | Initial |
|---|--|---------|
| 1. Vendor Violation or Breach of Contract Terms           | YES  | dp      |
| 2. Termination for Cause of Convenience                   | YES  | dp      |
| 3. Equal Employment Opportunity                           | YES  | dp      |
| 4. Davis-Bacon Act  | YES  | dp      |
| 5. Contract Work Hours and Safety Standards               | YES  | dp      |
| 6. Right to Inventions Made Under a Contract or Agreement | YES  | dp      |
| 7. Clean Air Act and Federal Water Pollution Control Act  | YES  | dp      |
| 8. Debarment and Suspension                               | YES  | dp      |
| 9. Byrd Anti-Lobbying Amendment                           | YES  | dp      |
| 10. Procurement of Recovered Materials                    | YES  | dp      |
| 11. Profit as a Separate Element of Price                 | YES  | dp      |
| 12. General Compliance with Participating Agencies        | YES  | dp      |

By signing below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Partac Peat Corporation

Name of Company



Signature of Authorized Personnel

Denise Pierce, Sales Manager

Printed Name

February 25, 2018

Date

# FIRST HOPE BANK

September 22, 2017

Mr. James Kelsey, President  
Partac Peat Corp  
One Kelsey Park  
Great Meadows, NJ 07838

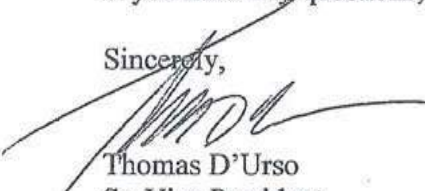
Re: PA-IFB 018-C Form "C"

Dear Jim:

As a follow up of conversation today, based on our long term relationship of 45 plus years, financial stability of your company and significant deposit relationship, First Hope Bank would be very happy to process your request for a line of credit in excess of \$100,000.

If you have any questions, please feel free to call me.

Sincerely,



Thomas D'Urso  
Sr. Vice President  
Chief Credit Officer

**Association of Educational Purchasing Agencies**  
**Tabulation Report IFB #018.5-C - Athletic Equipment &**  
**Supplies**  
**Vendor: SCHOOL HEALTH CORP**

**General Comments:** Please reference quote 3408543 when ordering to receive the special pricing.

**General Attachments:** Bid Proposal Checklist - School Health Corporation.pdf  
EDGAR Compliance Certification - School Health Corporation.pdf  
Form A - Bid Affidavit - School Health Corporation.pdf  
Form B - Acceptance of Bid - Contract Award - School Health Corporation.pdf  
Form C - Company Information and Service Questionnaire - School Health Corporation.pdf  
Form D - Exceptions and Deviations - School Health Corporation.pdf  
Form E - Discount and Pricing Schedule.pdf  
Form F - Pricing Schedule - AEPA 018.5-C Athletic Equipment and Supplies.xlsx  
School Health 2015-06-16 - Promissory Note - Note Modification Agreement - P - CDR-70648.pdf  
School Health - 8th Amendment to Credit Agreement.pdf  
School Health - Line of Credit Note 2016.pdf  
School Health - Line of Credit Note 2017.pdf  
Sports Medicine Catalog.pdf  
State Specific Required Forms - School Health Corporation.pdf  
Warranties, Additional Services - School Health Corporation.pdf



## AEPA IFB #018.5-C Athletic Equipment and Supplies Bid Proposal Checklist

**Bidder Name:** SCHOOL HEALTH CORPORATION  
**Name of Authorized Representative:** Andrew Wlezen  
**Office Address:** 865 Muirfield Dr Hanover Park, IL 60133  
**Time Zone:**  Eastern  Central  Mountain  Pacific  
**Telephone:** 866-323-5465 **Fax:** 800-235-1305  
**Email:** bids@Schoolhealth.com **Website:** www.Schoolhealth.com

**Instructions:** Please complete the checklist below, confirming that the following documents have been uploaded to Public Purchase, in their **individual required format**, by the due date and time listed for this IFB. **Submission as one merged document will result as being marked non-responsive and will not considered.** Bidders are reminded that failure to follow, comply with, and adhere to these 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 deadline.

| "x" | Document Title, Uploaded to Public Purchase<br><i>(Bidder must submit forms in the required title/format)</i> | Format of Uploaded Document | Notes  |
|-----|---|-----------------------------|--|
| X   | Bid Proposal Checklist - Name of Bidding Company  | Scanned PDF                 |  |
| X   | Form A - Bid Affidavit - Name of Bidding Company  | Scanned PDF                 | Signature and notarization required                                      |
| X   | Form B - Acceptance of Bid & Contract Award - Name of Bidding Company   | Scanned PDF                 | Signature required   |
| X   | Form C - Company Information and Service Questionnaire - Name of Bidding Company                              | Scanned PDF                 | Signature required   |
| X   | Form D - Exceptions and Deviations - Name of Bidding Company  | Scanned PDF                 | Signature required   |
| X   | Form E - Discount & Pricing Schedules - Name of Bidder  | Scanned PDF                 | Signature required   |
| X   | Form F - Discount & Pricing Schedules Workbook - Name of Bidder   | Excel Workbook              | Cannot be password protected   |
| X   | Uniform Guidance "EDGAR" Certification  | Scanned PDF                 | Signature required   |
| X   | Warranties, Additional Services - Name of Bidding Company (optional)  | Submit as PDF               | Not provided by AEPA, Bidder Created                                     |
| N/A | Additional Discounts - Name of Bidding Company (optional)   | Submit as PDF               | Not provided by AEPA, Bidder Created                                     |
| X   | Letter of Line of Credit and/or Annual Report - Name of Bidding Company                                       | Submit as PDF               | Not provided by AEPA, Bidder Created                                     |
| X   | State Specific Required Forms - Name of Bidding Company   | Scanned PDF                 | **See Appendix in Part C for State Specific Forms (submit with response) |

# AEPA IFB #018.5-C Athletic Equipment and Supplies Form A - Bid Affidavit

**Name of Bidder:** SCHOOL HEALTH CORPORATION

**Instructions:** This form must be signed by the Bidder's authorized representative and notarized below. The completed document must be scanned to a PDF format and uploaded to Public Purchase with the Bidder's proposal. If awarded, the Bidder is required to produce a copy of this document for each of the member agencies with which it contracts.

1. The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the bidder), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm 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 bidders, or with any official of the **Member Agency**, or any employee thereof, or any person, firm or corporation under contract with the **Member Agency** whereby the bidder, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid or is to pay to any other bidder or to any of the aforementioned persons anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement or agreement with any other bidder or bidders 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 bidder, 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 bidder, nor any officer, director, partner, member or associate of the bidder, nor any of its employees directly involved in obtaining contracts with the State of **Member Agency, 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 bidder or any person on his behalf has examined and understands the terms, conditions, 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 bidder will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, 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 bidder 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 in Forms B - F of these bid forms.

Andrew Wlezen  
Authorized Representative (Please print or type)

Contract Sales Team Lead  
Title (Please print or type)

[Signature]  
Signature of Authorized Representative

865 Muirfield Dr  
Mailing Address

Hanover Park IL 60133  
City, State, Zip

2-23-18                      866-323-5465  
Date                                      Phone

Subscribed and sworn to before me this 23 day of February, 2018

Notary Public in and for County of DuPage State of Illinois

My commission expires: Signature: 4-23-18 [Signature]



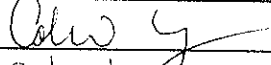
**AEPA IFB #018.5-C Athletic Equipment and Supplies  
Form B - Acceptance of Bid & Contract Award**

**Name of Bidder:** SCHOOL HEALTH CORPORATION

**Instructions:** PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. The completed document must be scanned to a PDF format and uploaded to Public Purchase with the Bidder's proposal. If approved by AEPA, the Bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

**PART I: BIDDER**

In compliance with the Invitation For Bid (IFB), the undersigned warrants that I/we have examined the Instructions to Bidders, associated documents, and being familiar with all of the conditions surrounding the proposed projects, 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 and any written exceptions to the bid. 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.

Company Name SCHOOL HEALTH CORPORATION Date 2-23-18  
Company Address 865 Muirfield Dr City Hanover Park State IL Zip 60133  
Contact Person Andrew Wlezen Title Contract Sales Team Lead  
Authorized Signature  Title Contract Sales Team Lead  
Email Address bids@SchoolHealth.com Phone 866-323-5465

**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 IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As 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. The intent of this contract is 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, 2019, unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency \_\_\_\_\_  
Agency Executive \_\_\_\_\_  
Awarded this \_\_\_\_\_ day of \_\_\_\_\_ Contract Number \_\_\_\_\_  
Contract to commence (Member Agency to select):  \_\_\_\_\_ or  May 1, 2018

**AEPA IFB #018.5-C Athletic Equipment and Supplies  
Form C – Company Information & Service Questionnaire**

Name of Bidder: School Health Corporation

**Company Information**

Company Name School Health Corporation Website www.schoolhealth.com

Company Address 865 Muirfield Drive

City Hanover Park State IL Zip 60133

Contact Person Andrew Wlezen Title Contract Sales Team Lead

Contact Phone 866-323-5465 Contact Email bids@schoolhealth.com

**Background**

*Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its own investigation of the company.*

This business is a:  public company  privately owned company.

In what year was this business started under its present name? 1957

Under what other or former name(s) has your business operated? N/A

Is this business a corporation?  No  Yes. If Yes, please complete the following:

Date of incorporation: August 26, 1959 State of incorporation: Illinois

Name of President: Robert Rogers

Name(s) of Vice President(s): John Rooney

Name of Secretary: Susan Rogers

Name of Treasurer: Scott Cormack

Is this business a partnership?  No  Yes. If yes, please complete the following:

Date of organization: \_\_\_\_\_ State founded: \_\_\_\_\_

Type of partnership, if applicable: \_\_\_\_\_

Name(s) of general partner(s): \_\_\_\_\_

Is this organization individually owned?  No  Yes. If yes, please complete the following:

Date of organization: \_\_\_\_\_ State founded: \_\_\_\_\_

Name of owner: \_\_\_\_\_

This organization is a form other than those identified above. \_\_\_\_\_ No \_\_\_\_\_ Yes.

If Yes, describe the company's format, year and state of origin, and names and titles of the principals. \_\_\_\_\_

### Company Headquarter Location

Company Address 865 Muirfield Drive \_\_\_\_\_

City Hanover Park \_\_\_\_\_ State IL \_\_\_\_\_ Zip 60133 \_\_\_\_\_

Main Phone Number 866-323-5465 \_\_\_\_\_ How long at this address? 21 years \_\_\_\_\_

### Company Branch Locations

Branch Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Branch Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Branch Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Branch Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

*If more branch locations, insert information here or add another sheet with above information.*

### Sales History

Provide your company's annual sales for 2015, 2016, 2017 YTD in the United States by the various public segments:

|   | 2015                 | 2016                 | 2017 YTD             |
|---|----------------------|----------------------|----------------------|
| K-12 (public & private), Educational Service Agencies | 20,891,445.00        | 21,094,092.00        | 19,779,423.00        |
| Higher Education Institutions                         | 4,769,000.00         | 5,000,000.00         | 3,400,000.00         |
| Counties, Cities, Townships, Villages                 | 1,175,000.00         | 1,041,000.00         | 1,332,139.00         |
| States  | 304,000.00           | 260,000.00           | 192,000.00           |
| Other Public Sector & Non-profits                     | 307,000.00           | 184,000.00           | 183,500.00           |
| Private Sector  | 5,050,000.00         | 4,868,000.00         | 4,557,000.00         |
| <b>Total</b>  | <b>32,496,445.00</b> | <b>32,447,092.00</b> | <b>29,444,062.00</b> |

## Work Force

1. **Key Contacts and Providers:** Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

| Function                                      | Name            | Title                    | Phone        | Email  |
|---|-----------------|--------------------------|--------------|--|
| Contract Manager                              | Andrew Wlezen   | Contract Sales Team Lead | 866-323-5465 | <a href="mailto:bids@schoolhealth.com">bids@schoolhealth.com</a>                 |
| Sales Manager                                 | Georgia Fischer | Contract Sales Manager   | 630-339-7911 | <a href="mailto:gfischer@schoolhealth.com">gfischer@schoolhealth.com</a>         |
| Customer & Support Manager                    | Dan Glass       | Customer Care Manager    | 866-323-5465 | <a href="mailto:customercare@schoolhealth.com">customercare@schoolhealth.com</a> |
| Distributors, Dealers, Installers, Sales Reps | Dan Glass       | Customer Care Manager    | 866-323-5465 | <a href="mailto:customercare@schoolhealth.com">customercare@schoolhealth.com</a> |
| Consultants & Trainers                        | Georgia Fischer | Contract Sales Manager   | 630-339-7911 | <a href="mailto:gfischer@schoolhealth.com">gfischer@schoolhealth.com</a>         |
| Technical, Maintenance & Support Services     | Dan Glass       | Customer Care Manager    | 866-323-5465 | <a href="mailto:customercare@schoolhealth.com">customercare@schoolhealth.com</a> |
| Quotes, Invoicing & Payments                  | Andrew Wlezen   | Contract Sales Team Lead | 866-323-5465 | <a href="mailto:bids@schoolhealth.com">bids@schoolhealth.com</a>                 |
| Warranty & After the Sale                     | Customer Care   | Customer Care            | 866-323-5465 | <a href="mailto:customercare@schoolhealth.com">customercare@schoolhealth.com</a> |
| Financial Manager                             | Andrew Wlezen   | Contract Sales Team Lead | 866-323-5465 | <a href="mailto:bids@schoolhealth.com">bids@schoolhealth.com</a>                 |

2. **Sales Force:** Provide total number and location of salespersons employed by your company in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

| Number of Sales Reps | City           | State |
|----------------------|----------------|-------|
| 1                    | San Diego      | CA    |
| 1                    | Golden         | CO    |
| 1                    | Marlborough    | CT    |
| 1                    | Wesley Chapel  | FL    |
| 1                    | Indianapolis   | IN    |
| 1                    | Des Moines     | IA    |
| 1                    | Salisbury      | MA    |
| 1                    | Springfield    | PA    |
| 2                    | Houston, Eules | TX    |
| 1                    | Chesterfield   | VA    |
| 1                    | Seattle        | WA    |

3. **Service/Support and Distribution Centers:** Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

| Center Type         | City         | State |
|---------------------|--------------|-------|
| Distribution Center | Hanover Park | IL    |
|                     |              |       |
|                     |              |       |
|                     |              |       |

## Marketing

1. **Key Marketing Contact(s):** List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *(To insert more rows, hit the tab key from the last field in the Email column.)*

| Name         | Title                       | Phone        | Email                     |
|--------------|-----------------------------|--------------|---------------------------|
| Gina Streepy | National Accounts Sales Rep | 630-339-7986 | gstreepy@schoolhealth.com |
| Lynn Guza    | eCommerce Sales Manager     | 630-339-7889 | lguza@schoolhealth.com    |
|              |                             |              |                           |
|              |                             |              |                           |

2. **Marketing Activities:** Describe how this company marketed its products and services to schools and other public sector audiences in Fiscal Year 2016-2017 (July 1 – June 30). List all conventions, conferences and other events at which this company exhibited.

School Health is a national, full-service provider of health supplies and services. We serve health professionals in educational settings from pre-school to college. We collaborate with customers and are an advocate for the health and wellness of those entrusted in their care. School Health uses a wide range of communication vehicles in advertising its products, services and, most important, our commitment to our customers. Our marketing strategy includes featuring our solutions and programs in the Health Services, Special Education, Sports Medicine, and Early Childhood segments and promoting how our company can make our customers' jobs easier with a superior product selection, personalized service, insightful content, cost-effective solutions and easy interactions. We support several organizations that promote health and well-being. We can leverage our strong relationships with the following to build exciting programs that will deliver recognition, goodwill and success:

- Northeastern University's School Health Academy (NEUSHA): We support NEUSHA. Our CEU program, which includes a popular Summer Academy, helps meet the requirement for training, consultation and services. A variety of topics are offered, such as: Medical Care, First Aid Care, Surgical Care, Special Education Services, Specimen Identification, Patient Identification, Athletic Training Services, Physical & Occupational Therapy, School Nurse Services, Sports Medicine, Patient Examinations, Health & Development, Assistive, Emergency Response, Vision and Hearing Screening, Public Safety Medical Care, Medical Records, Infection and Biohazard Control, CPR & AED, Rehabilitation Services, etc. We can consider special pricing and other opportunities for NJPA members.
- National Association of School Nurses (NASN): Trade Shows
- National Athletic Trainers' Association (NATA): Trade Shows
- Healthy Schools Campaign:
- Walk Now For Autism Speaks:
- National Head Start Association (NHSA):
- Lions Kid Sight USA Foundation:
- Get In Touch Foundation:
- American Heart Association

3. **Cooperative Marketing:** Describe ways in which this business can collaborate with Member Agencies in marketing the bid. School Health is a national, full-service provider of health supplies and services. We serve health professionals in educational settings from pre-school to college. We collaborate with customers and are an advocate for the health and wellness of those entrusted in their care. School Health uses a wide range of communication vehicles in advertising its products, services and, most important, our commitment to our customers. Our marketing strategy includes featuring our solutions and programs in the Health Services, Special Education, Sports Medicine, and Early Childhood segments and promoting how our company can make our customers' jobs easier with a superior product selection, personalized service, insightful content, cost-effective solutions and easy interactions. As part of our strategy, we would also develop contract specific marketing

materials launching the AEPA contract to current and potential AEPA Members. These vehicles will be available for AEPA communications. We will work together to determine the best choices from these options:

Printed Materials – School Health publishes 5 catalogs for the markets we serve which would be a highly relevant and frequently used option by professionals within those industries. We also create flyers and other materials to promote customer benefits.

- We will promote the value of the AEPA contract, encouraging membership.
- We will leverage our equipment/product print ads, catalogs and other materials and be sure to include our AEPA contract number on our printed materials, as necessary.
- We will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the AEPA directory and other approved marketing publications.
- Industry Publications: School Health promotes programs and products in relevant publications.
- Order fulfillment inserts – School Health ships over 100,000 orders annually to customers and each one can carry promotional materials. We will consider which shipments are best targeted for our purposes and determine whether to use this vehicle.

Website – SchoolHealth.com is a primary channel for professionals to shop, purchase and interact with the company. The promotional banners, product and service information and content areas are good options to consider.

- The awarded contract will be highlighted on the SchoolHealth.com website.
- We will create/update existing customized landing page specifically branded to AEPA. Landing page will be streamlined and clearly outline the benefits of membership, including the ease of ordering, wide product selection and services, and cost savings. Members would click on a link on the School Health/AEPA landing page, create an account or login, and from then on the contract pricing is associated with their account and will automatically appear as they shop.

Conferences and Trade Shows – School Health attends over 150 shows annually to share product news and valuable information with customers. The Company exhibits at all major industry conferences and most state level conference. These venues can be a strong option for presenting AEPA to a targeted audience.

- We will continue to use the relationships built at the conferences we attend to leverage other AEPA vendor's knowledge, strategies, customer contacts and relationships.
- We will promote our awarded contract and relationship with AEPA and AEPA membership benefits at our booth and within our trade show marketing campaign (on-site signage, call-outs in any planned trade show marketing for the show).

Digital Campaigns – School Health sends frequent emails to target audience (at least weekly) and this format provides space for continuing education messages.

- Quarterly marketing campaign (email, social media, digital) that markets and promotes the awarded contract and benefits of a AEPA contract to current and potential members nationwide. Focus on the ease of signing up, the time and cost savings, wide selection, quality products, ensures compliance.
- Social Media and Blogs – School Health has a blog and a social media presence on Facebook, Pinterest, YouTube and Twitter.

Member Promotions:

- We will utilize the AEPA membership list to target member customers. We are committed to incorporating our AEPA contract at all levels within our company and execute the strategies with the support and guidance of our AEPA Contract Manager. When possible, promotions will capture member information.

Internal Communication:



- All promotions and marketing materials will be communicated to our sales team so that they can always promote the contract's value and remain committed to the contract and demonstrate our ability to provide, deliver and service our products to AEPA members in 50 states. We are committed to develop a sales/communication process to facilitate AEPA membership and establish status of current and potential agencies/members.

Leverage our Existing Relationships:

- We support several organizations that promote health and well-being. We can leverage our strong relationships with the following to build exciting programs that will deliver recognition, goodwill and success:
  - Northeastern University's School Health Academy (NEUSHA): We support NEUSHA. Our CEU program, which includes a popular Summer Academy, helps meet the requirement for training, consultation and services. A variety of topics are offered, such as: Medical Care, First Aid Care, Surgical Care, Special Education Services, Specimen Identification, Patient Identification, Athletic Training Services, Physical & Occupational Therapy, School Nurse Services, Sports Medicine, Patient Examinations, Health & Development, Assistive, Emergency Response, Vision and Hearing Screening, Public Safety Medical Care, Medical Records, Infection and Biohazard Control, CPR & AED, Rehabilitation Services, etc. We can consider special pricing and other opportunities for NJPA members.
  - National Association of School Nurses (NASN): Trade Shows
  - National Athletic Trainers' Association (NATA): Trade Shows
  - Healthy Schools Campaign:
  - Walk Now For Autism Speaks:
  - National Head Start Association (NHSA):
  - Lions Kid Sight USA Foundation:
  - Get In Touch Foundation:
  - American Heart Association

4. **Sales Training:** Explain how your company will educate your sales staff on the AEPA contract including timing, methods, etc. School Health is committed to training our sales team, sales managers and dealer partners for success and maximum impact with the AEPA contract. We will updated our engagement plan for the sales reps including ongoing training tips and follow ups. Training will include, introduction and training each new sales rep that joins the organization and updating our existing team with the contract number and category specific to the award. We will commit to facilitating opportunities for our sales teams and dealer networks to receive the same training through conference calls, webinars and hands on training sessions. We will participate in the appropriate national trade shows and local "get to know you" events. We will support and facilitate the opportunity for our local teams to commit to regional/state conferences and events. We will include questions within our Precise Selling Method (sales training plan that teaches to ask great, open ended questions which is the key to conversation and conversations is the key to relationship). We will engage AEPA to participate in group sales training with our inside and outside sales teams. We will include monthly Salesforce "Chatter" tips to our entire organization to keep AEPA fresh in their sales routines.

## Environmental Initiatives

1. Describe how your products and/or services support environmental goals. Our green initiative include - reduce materials entering the waste stream. Promote and achieve increased and preferential use of materials with recycled content. We use environmentally preferable recyclable plastic air pillows when shipping packages which reduce the need for excessive packing materials. Emphasize and increase the purchase and use of environmentally preferable products. School Health promotes "virtual catalogs" as an option to customers. School Health offers a green line of products as well.

- Describe the company's "green" objectives (i.e. LEED, reducing footprint, etc.). School Health plans to attain LEED certification in our new 112,500 sq. ft. building. School Health uses T-8 lighting in our current and future warehouses. The benefits of T-8 lighting are the following: Dimmable-fluorescents have always been difficult to dim and some aren't dimmable at all. Today's LED's dim easily. Directional-this simply means lighting can be directed exactly where you need it, rather than getting diffused and spread over a large area or even lost within the fixture itself. Work well with controls-LED's work seamlessly with occupancy sensors and other control systems. Not so for fluorescents. More Energy Efficient-T8 LED's are typically more energy efficient than LFL's. Better Light Quality-fluorescents flicker, LED's don't and LED's produce light in a wide variety of colors. School Health has a freight consolidation program which helps reduce the impact of shipping inefficiencies by decreasing the overall number of shipments per address. This process saves on energy consumption and fuel usage allowing this to be a green initiative.

## Independent Subcontractors, Distributors, Installers, etc.

If the Bidder is not the sole provider of all goods and services provided under this contract, the following must be answered:

- Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services. School Health will not be using subcontractors, distributors, installers and other independent services as a part of our response.
- Current Subcontractors, Distributors, Installers, Etc.:** Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the member agency states (listed in Part A of this IFB). Include, if applicable, contractor license information and the state(s) wherein they are eligible to provide services on behalf of this business.  
Not applicable

## Disclosures

- Letter of Line of Credit or Annual Financial Report (REQUIRED): Attach a letter from the business's chief financial institution indicating the current line of credit available in its name and evidence of financial stability for the past three calendar years (2014, 2015 and 2016). This letter should state the line of credit as a range (ie. "credit in the low six figures" or "a credit line exceeding five figures"). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter.
- Legal: Does this business have actions currently filed against it?  No  Yes.

If Yes, AN ATTACHMENT IS REQUIRED: List and explain current actions such as Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

## References

Provide contact information of your company's ten largest public agency customers:

| Agency                          | Name          | Title                | Phone Number | Email                |
|---------------------------------|---------------|----------------------|--------------|----------------------|
| 1. NJPA                         | Tom Morgan    | Contract Manager     | 218-895-4119 | Tom.morgan@njpa.coop |
| 2. Educational Data Services    | John O'Connor |                      | 973-340-8800 | johno@ed-data.com    |
| 3. Commonwealth of Pennsylvania | Kathy Lewis   | Commodity Specialist | 717-346-4056 | kalewis@pa.gov       |

|  |                      |                        |              |                             |
|--|----------------------|------------------------|--------------|-----------------------------|
| 4. Capital Region Education Council    | Cara Hart            | Purchasing             | 860-524-4021 | chart@crec.org              |
| 5. MHEC                                | Joan Miller          | Contract Manager       | 413-545-4669 | joanmiller@mhec.net         |
| 6. NASPO                               | Theresa Johnson      | Contract Officer       | 405-521-2289 | Theresa.johnson@omes.ok.gov |
| 7. Texas Association of Schools Boards | Connie Burkett       | Contract Administrator | 800-695-2919 | Connie.burkett@tasb.org     |
| 8. Houston ISD                         | Victoria Rivera      | Sourcing Specialist    | 713-556-6517 | Vrivera5@houstonisd.org     |
| 9. Dallas ISD                          | Kenneth Linsenbigler | Purchasing             | 972-925-4708 | klinsenb@dallasisd.org      |
| 10. SD of Philadelphia                 | Deborah Weems        | Health Education       | 215-400-5993 | dmweems@philasd.org         |

## Service Questionnaire

Respond to Yes/No and choice questions by using an (X). If a text reply is required, respond in the space below. Scan this form and any attachment pages into a single document and convert to a PDF file. The scanned PDF file must be uploaded to Public Purchase with the Bidder's proposal. As part of evaluating the Bidder's qualifications, the following is being requested and the Bidder is forewarned failure to respond and/or meet the minimum specifications in these areas, may deem their response as non-responsive.

1. The following chart indicates which AEPA Member States intend to participate in this bid category. Please place an "X" in response to questions in the last three (3) columns. **Note: A Bidder must be willing and able to deliver the proposed products and/or services to ninety (90%) of the participating AEPA Member States.**

| AEPA Member States | Participating in this bid category? | Has the bidding company sold products/services in these states for the past three (3) years? | If awarded, which states does the bidding company propose to sell in? | Indicate which states the bidding company has sales reps, distributors or dealers in. |
|--------------------|-------------------------------------|--|---|---|
| California         | Yes                                 | X  | X   | X   |
| Colorado           | Yes                                 | X  | X   | X   |
| Connecticut        | Yes                                 | X  | X   | X   |
| Florida            | Yes                                 | X  | X   | X   |
| Indiana            | Yes                                 | X  | X   | X   |
| Iowa               | Yes                                 | X  | X   | X   |
| Kansas             | Yes                                 | X  | X   |   |
| Kentucky           | Yes                                 | X  | X   |   |
| Massachusetts      | Yes                                 | X  | X   | X   |
| Michigan           | Yes                                 | X  | X   |   |
| Minnesota          | Yes                                 | X  | X   |   |
| Missouri           | Yes                                 | X  | X   |   |
| Montana            | Yes                                 | X  | X   |   |
| Nebraska           | Yes                                 | X  | X   |   |
| New Jersey         | Yes                                 | X  | X   |   |
| New Mexico         | Yes                                 | X  | X   |   |
| North Dakota       | Yes                                 | X  | X   |   |
| Ohio               | Yes                                 | X  | X   | X   |
| Oregon             | Yes                                 | X  | X   |   |
| Pennsylvania       | Yes                                 | X  | X   | X   |
| Texas              | Yes                                 | X  | X   | X   |

|               |     |                                     |                                     |                                     |
|---------------|-----|-------------------------------------|-------------------------------------|-------------------------------------|
| Virginia      | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Washington    | No  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| West Virginia | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |                                     |
| Wisconsin     | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |                                     |
| Wyoming       | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |                                     |

2. **e-Commerce:** Does this company have an e-commerce website?  Yes  No

If **Yes**, what is the website? www.schoolhealth.com

3. **Customer and Support Service:**

- a. Does this company have online customer support options?  Yes  No
- b. Does this company have a toll-free customer support phone option?  Yes  No
- c. Does this company offer local customer and support service options?  Yes  No
- d. Describe the type, level, availability and location(s) of your customer and support service options, including number of dedicated customer/support staff and hours of operation. School Health Corporation has a Customer Service team available to support customers Mon-Fri from 7am-5pm CST. The Customer Service teams support customers contacts via phone, chat, email with the following response times; :19 average speed to answer inbound phone calls, :39 average speed to answer inbound chats, 100% of email inquiries received a response within 1 business day, 100% of orders are processed within 1 business day. We utilize a call recording system that records 100% of our inbound calls for coaching, development and accountability. Our Customer service reps are scored monthly based on their demonstration of the following six behaviors: willingness to help, empathy, tone and manner, resolving the reason for call, highlighting related products and professional close.

4. **Training:** If applicable, does this company offer customer training for the products and services sold?

Yes  No

If **Yes**, describe what types/kinds of training you offer, the venues where training occurs and the location(s) of your trainers, include number of staff dedicated to training and their qualifications and hours of operation. School Health's mission is to offer medical products and supplies that are innovative and exceptionally well made, which are supported with competitive pricing, education on how to best use these products and reliable services. By providing this unique service, we help our customers improve the health and well-being of those entrusted in their care.

School Health provides support/training for all health/medical equipment sold. School Health's highly trained certified technicians located in our Calibration, Parts and Repair department can provide customers with vision and hearing product information as needed as well as product calibrations and repairs. School Health's highly trained sales staff will arrange for product in-services upon customer request. Many School Health products, such as AED's, can be sold with program management services which make training available to product end users. This service is usually included in the sale but if it is a "priced" item then the training purchase receives the contract discount and benefits.

A following is an example of trainings, services available to School Health customers:

- Vision screening
- Hearing Screening
- Software Tracking (concussions, vision, student management)

Included calibrations  
WA Partners in Care  
SECA- partner program  
AED site assessments, equipment training, program management  
CEU Training sessions

5. **Pricing:**

- a. Is your pricing methodology guaranteed for the term of the contract?  Yes  No
- b. Will you offer customized price lists to Participating Entities as required per the Pricing terms of Part A?  Yes  No
- c. Will you offer hot list pricing (optional) as described in the Pricing terms of Part A?  Yes  No
- d. Will you offer Volume Price Discounts as described in the Pricing terms of Part A?  Yes  No

6. **Competitiveness:** In order for your bid to be considered, your company must offer AEPA prices that are equal to or lower than what your company offers to individual customers and/or cooperatives with equal to or lower volume. Is the pricing that is proposed to AEPA equal to or lower than pricing offered to individual customers and/or cooperatives with equal to or lower volume?

Yes  No

Indicate which of the following apply and the **level of competitive range** you are offering in response to this IFB.

Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

Pricing is LESS THAN individual customer and/or cooperatives. Lower by \_\_\_\_\_%

7. **Cooperative Contracts:** Does your company currently have contracts with other cooperatives (local, regional, state, national)?  Yes  No

If Yes, identify which cooperative and the respective expiration date(s). NJPA (7/25/2021), TCPN (10/31/2017), MHEC (7/31/2020), Buyboard (5/31/2018), AEA (12/31/2019)

If Yes, and your company is awarded an AEPA contract, which contract will you lead with in marketing and sales representative presentations (sales calls)?

As part of our strategy, we would also develop contract specific marketing materials launching the AEPA contract to current and potential members. We will work together to determine the best vehicles to utilize. Our strategy typically involves sending email campaigns to contract members encouraging participation in the contract through School Health. Additionally, we could set up a contract landing page on our website specifically for contract members with all contract pricing. Our sales and customer service teams would be able to speak to this and guide members during sales calls.

8. **Administrative Fee:** Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

|                          |  |
|--------------------------|--|
| <input type="checkbox"/> | The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency. |
|--------------------------|--|

|   |   |
|---|---|
|   | The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price. |
| X | The pricing for the products and/or services includes all (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.   |

9. **Shipping & Handling: Orders that are \$50.00 or more shall include free shipping and handling.** What is the flat rate your company will charge, regardless of where shipped in the continental United States, for orders less than \$50.00? \$12.95

10. **Product Returns:** Does your company have a return policy?  Yes  No

If Yes, describe your return policy and if you charge a restocking fee, what is it? (AEPA allows up to 15% for supplies and up to 25% for equipment). A restocking fee of 10-20% may be charged for returned goods. The fee(s) will be assess by the company receiving the merchandise (School Health or a vendor). Call our Customer Care Center to obtain your Return of Merchandise Authorization (RMA) Number. Returns received without an RMA# will not be accepted and no credit shall be issued.

11. **Payment Terms:** Will you offer AEPA Buyer's a quick pay discount?  Yes  No

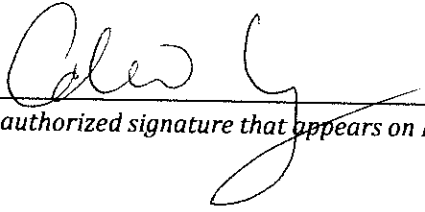
If Yes, what is the discount? \_\_\_\_\_ % Net \_\_\_\_\_

12. **Leasing:** Do you offer leasing arrangements under this bid?  Yes  No

13. **If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:**

| Responsibilities of an AEPA Vendor Partner  | Yes, indicate with an "X" | No, indicate with an "X" |
|---|---------------------------|--------------------------|
| 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 working knowledge of the contract.  | X                         |                          |
| 2. Train and educate sales staff on what the AEPA cooperative contract is 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. | X                         |                          |
| 3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.  | X                         |                          |
| 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.   | X                         |                          |
| 5. On a quarterly basis, 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.  | X                         |                          |
| 6. On a quarterly basis, complete the online Vendor Partner sales report for each Member Agency.  | X                         |                          |
| 7. Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.  | X                         |                          |
| 8. Attend two (2) AEPA meetings each year (see page 9 in Part A)  | X                         |                          |

|  |   |  |
|--|---|--|
| 9. Participate in national and local conference trade shows to promote the AEPA contracts including, 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). | X |  |
| 10. Increase sales over the term of the contract with all participating AEPA Member Agencies.  | X |  |

**Signature** 

*\*Must be same authorized signature that appears on Form A – Bid Affidavit and Form B – Acceptance of Bid & Contract Award.*

**AEPA IFB #018.5-C Athletic Equipment and Supplies  
Form D - Exceptions and Deviations**

Name of Bidder: SCHOOL HEALTH CORPORATION

**Exceptions**

**Instructions:**

1. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
4. Scan this form plus any attachments into a single PDF document.
5. Title the file as per the instructions and upload your PDF document to Public Purchase with the Bidder's proposal.
6. Exceptions to local, state or federal laws cannot be accepted under this bid.

|                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <b>No</b> , this bidder does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.         |
| <input type="checkbox"/>            | <b>Yes</b> , this bidder has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this IFB. |

| IFB Section and Page Number | Outline Number | Term and Condition | Exception |
|-----------------------------|----------------|--------------------|-----------|
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |

**Deviations**

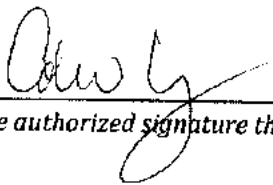
**Instructions:**

7. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
8. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
9. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
10. Scan this form plus any attachments into a single PDF document.
11. Title the file as per the instructions and upload your PDF document to Public Purchase with the Bidder's proposal.
12. Deviations to local, state or federal laws cannot be accepted under this bid.

|                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <b>No</b> , this bidder does not have deviations (exceptions or alternates) to the specifications listed in Part B of this IFB. |
| <input type="checkbox"/>            | <b>Yes</b> , this bidder has the following deviations to the specifications listed in Part B of this IFB.                       |



| Outline<br>Number Part B | Specification (describe) | Details of Deviation |
|--------------------------|--------------------------|----------------------|
|                          |                          |                      |
|                          |                          |                      |
|                          |                          |                      |
|                          |                          |                      |
|                          |                          |                      |
|                          |                          |                      |
|                          |                          |                      |

Signature 

*\*Must be same authorized signature that appears on Form A – Bid Affidavit and Form B – Acceptance of Bid & Contract Award.*

**AEPA IFB #018.5-C Athletic Equipment and Supplies  
Form E – Discount & Pricing Schedule**

**Name of Bidder:** SCHOOL HEALTH CORPORATION

**Instructions:** *Bidders are reminded as they prepare the discount pricing schedule that they are responsible for administrative fees on purchases to be remitted to Member Agencies. (See Part A of this IFB, Pricing.)*

1. There is one (1) Discount & Pricing Schedule Workbook (in Excel), Workbook F, provided for Bidders to complete with your discounts, pricing, etc. You must use the provided Excel Workbook. Pricing must be submitted in the Excel Workbook format with the file name "Form F – Pricing & Discount Schedule Workbook – Name of Bidder."
2. Upload the Excel workbook in its required format along with any additional catalogs or pricelists (PDF format) to Public Purchase with the Bidder's proposal.

These forms are provided on individual tabs on the Excel Workbook F:

**F.1. Catalog Discount for Items in a Commercial Catalog (REQUIRED)**

Complete the form for this IFB, reset the 'print area' if lines were added, and save the file according to directions.

**F.2. Services Price Schedule (OPTIONAL)**

If your company provides any design, installation, training or support services to support the items you are bidding, use this form to provide your bid prices.

**F.3. Volume Discounts Schedule (OPTIONAL)**

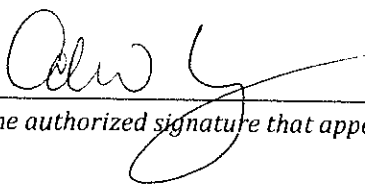
Use this form if your company is offering additional discounts off of the base discounts bid for one time purchases AND for public agencies that group their requirements together (based on their estimated total annual spend for commodity). Each Bidder must specify the dollar ranges required in order for the agency(ies) to receive the additional discount.

**Additional Forms that may be provided by Bidder:**

**Warranties, Additional Services or Incidental Price Schedule (Not Provided by AEPA – Bidder Created):**

Provide a price schedule for any and all extended warranties, additional or incidental services, products, equipment and/or supplies.

**Additional Discounts (Not Provided by AEPA – Bidder Created):** If additional discounts/bonuses are available to AEPA members based on a dollar volume, sizes of orders or other criteria, state the formula for arriving at these discounts:

**Signature** 

*\*Must be same authorized signature that appears on Form A – Bid Affidavit and Form B – Acceptance of Bid & Contract Award.*



**AEPA IFB #018.5-C Athletic Equipment & Supplies**  
**Uniform Guidance "EDGAR" Certification**  
**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 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 agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the vendor's authorized representative check and initial the applicable boxes and sign the acknowledgement at the end of this form. If a vendor fails to complete any item of this form, AEPA will consider and may list the response, as the vendors is unable to comply. A "No" response to any of the items below may impact the ability of a purchasing agency to purchase from the vendor using federal funds.

---

**1. Violation of Contract Terms and Conditions**

Provisions regarding vendor 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 vendor 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 vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the vendor's return policy. If the participating agency has paid the vendor for goods and services not year provided as the date of termination, vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the vendor, 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. Vendor 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 vendor agrees that it shall comply with such provision.

---

#### **4. Davis Bacon Act**

When required by Federal program legislation, vendor agrees that, for all participating agency construction contracts/purchases in excess of \$2,000, vendor 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, vendor 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. In addition, vendor 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](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor's acceptance of wage determination.

Vendor further agrees that is 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 construction completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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#### **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, vendor 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, vendor 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 the 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 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.

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#### **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.

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#### **7. 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 sub grants 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, vendor 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. Vendor certifies that the vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the vendor if vendor 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.

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## **9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352), vendors 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 USC 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.

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## **10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, vendor 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 recover, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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## **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 CFR 200.323(b). When required by a participating agency, vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, vendor agrees that the total price, including profit, charged by the vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the vendors contract with AEPA.

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## **12. General Compliance with Participating Agencies**

In addition to the foregoing specific requirements, vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with 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.

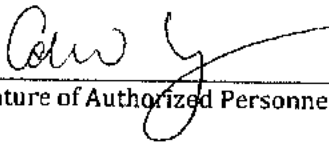
Complete the table shown below, include both Yes/No and initial per certification requirement.

| Vendor Certification (By Item)                            | Vendor Certification:<br>YES, I agree or<br>NO, I do NOT agree | Initial |
|---|--|---------|
| 1. Vendor Violation or Breach of Contract Terms           | Yes  | AW      |
| 2. Termination for Cause of Convenience                   | Yes  | AW      |
| 3. Equal Employment Opportunity                           | Yes  | AW      |
| 4. Davis-Bacon Act  | Yes  | AW      |
| 5. Contract Work Hours and Safety Standards               | Yes  | AW      |
| 6. Right to Inventions Made Under a Contract or Agreement | Yes  | AW      |
| 7. Clean Air Act and Federal Water Pollution Control Act  | Yes  | AW      |
| 8. Debarment and Suspension                               | Yes  | AW      |
| 9. Byrd Anti-Lobbying Amendment                           | Yes  | AW      |
| 10. Procurement of Recovered Materials                    | Yes  | AW      |
| 11. Profit as a Separate Element of Price                 | Yes  | AW      |
| 12. General Compliance with Participating Agencies        | Yes  | AW      |

By signing below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

SCHDOL HEALTH CORPORATION

Name of Company



Signature of Authorized Personnel

Andrew Wlezen

Printed Name

2-23-18

Date



## **Warranties, Additional Services**

**Warranties** – All items sold by School Health are backed by their manufacturer’s warranties and a one-year limited School Health warranty that is applied to all our products. For further information, contact our Customer Care Center at 866-323-5465 or email to: [customercare@schoolhealth.com](mailto:customercare@schoolhealth.com).

**Additional Services** – School Health’s mission is to offer medical products and supplies that are innovative and exceptionally well made, which are supported with competitive pricing, education on how to best use these products and reliable services. By providing this unique service, we help our customers improve the health and well-being of those entrusted in their care.

School Health provides support/training for all health/medical equipment sold. School Health’s highly trained certified technicians located in our Calibration, Parts and Repair department can provide customers with vision and hearing product information as needed as well as product calibrations and repairs. School Health’s highly trained sales staff will arrange for product in-services upon customer request. Many School Health products, such as AED’s, can be sold with program management services which make training available to product end users. This service is usually included in the sale but if it is a “priced” item then the training purchase receives the contract discount and benefits.

A following is an example of trainings, services available to School Health customers:

- Vision screening
- Hearing Screening
- Software Tracking (concussions, vision, student management)
- Included calibrations
- WA Partners in Care
- SECA- partner program
- AED site assessments, equipment training, program management
- CEU Training sessions



**Association of Educational Purchasing Agencies**  
**Tabulation Report IFB #018.5-C - Athletic Equipment &**  
**Supplies**  
**Vendor: School Specialty**

**General Comments:**

**General Attachments:** Bid Proposal Checklist -School Specialty, Inc..pdf  
catalog discount letter-School Specialty, Inc..pdf  
Form A-Bid Affidavit School Specialty, Inc..pdf  
Form B-Acceptance of Bid - Contract Award-School Specialty, Inc..pdf  
Form C Addendum-School Specialty, Inc..pdf  
Form C-Company Information and Service Questionnaire-School Specialty, Inc..pdf  
Form D - Exceptions and Deviations -School Specialty, Inc..pdf  
Form E-Discount - Pricing Schedules-School Specialty, Inc..pdf  
Form F - Discount - Pricing Schedules Workbook-School Specialty, Inc..xlsx  
Letter of Line of Credit and-or Annual Reports-School Specialty, Inc..pdf  
Physical Education and Sport Digital Catalog-School Specialty, Inc..pdf  
State Specific Required Forms-School Specialty, Inc..pdf  
Uniform Guidance EDGAR Certification-School Specialty, Inc..pdf

## AEPA IFB #018.5-C Athletic Equipment and Supplies Bid Proposal Checklist

**Bidder Name:** School Specialty, Inc.  
**Name of Authorized Representative:** Greg Harbaugh  
**Office Address:** W6316 Design Drive, Greenville, WI 54942  
**Time Zone:**  Eastern  Central  Mountain  Pacific  
**Telephone:** 888-388-3224 **Fax:** 888-388-6344  
**Email:** bideastnotices@schoolspecialty.com **Website:** www.schoolspecialty.com

**Instructions:** Please complete the checklist below, confirming that the following documents have been uploaded to Public Purchase, in their ***individual required format***, by the due date and time listed for this IFB. ***Submission as one merged document will result as being marked non-responsive and will not considered.*** Bidders are reminded that failure to follow, comply with, and adhere to these 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 deadline.

| "x" | Document Title, Uploaded to Public Purchase<br><i>(Bidder must submit forms in the required title/format)</i> | Format of Uploaded Document | Notes  |
|-----|---|-----------------------------|--|
| x   | Bid Proposal Checklist – Name of Bidding Company  | Scanned PDF                 |  |
| x   | Form A – Bid Affidavit – Name of Bidding Company  | Scanned PDF                 | Signature and notarization required                                      |
| x   | Form B – Acceptance of Bid & Contract Award – Name of Bidding Company   | Scanned PDF                 | Signature required   |
| x   | Form C – Company Information and Service Questionnaire – Name of Bidding Company                              | Scanned PDF                 | Signature required   |
| x   | Form D – Exceptions and Deviations – Name of Bidding Company  | Scanned PDF                 | Signature required   |
| x   | Form E – Discount & Pricing Schedules – Name of Bidder  | Scanned PDF                 | Signature required   |
| x   | Form F – Discount & Pricing Schedules Workbook – Name of Bidder   | Excel Workbook              | Cannot be password protected   |
| x   | Uniform Guidance “EDGAR” Certification  | Scanned PDF                 | Signature required   |
|     | Warranties, Additional Services – Name of Bidding Company (optional)  | Submit as PDF               | Not provided by AEPA, Bidder Created                                     |
|     | Additional Discounts – Name of Bidding Company (optional)   | Submit as PDF               | Not provided by AEPA, Bidder Created                                     |
| x   | Letter of Line of Credit and/or Annual Report – Name of Bidding Company                                       | Submit as PDF               | Not provided by AEPA, Bidder Created                                     |
| x   | State Specific Required Forms – Name of Bidding Company   | Scanned PDF                 | **See Appendix in Part C for State Specific Forms (submit with response) |

**AEPA IFB #018.5-C Athletic Equipment and Supplies  
Form A - Bid Affidavit**

**Name of Bidder:** School Specialty, Inc.

**Instructions:** This form must be signed by the Bidder's authorized representative and notarized below. The completed document must be scanned to a PDF format and uploaded to Public Purchase with the Bidder's proposal. If awarded, the Bidder is required to produce a copy of this document for each of the member agencies with which it contracts.

1. The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the bidder), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm 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 bidders, or with any official of the **Member Agency**, or any employee thereof, or any person, firm or corporation under contract with the **Member Agency** whereby the bidder, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid or is to pay to any other bidder or to any of the aforementioned persons anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement or agreement with any other bidder or bidders 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 bidder, 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 bidder, nor any officer, director, partner, member or associate of the bidder, nor any of its employees directly involved in obtaining contracts with the State of **Member Agency, 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 bidder or any person on his behalf has examined and understands the terms, conditions, 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 bidder will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, 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 bidder 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 in Forms B - F of these bid forms.

Donna S. Hutchison

Authorized Representative (Please print or type)

W6316 Design Drive

Mailing Address

Assistant Secretary

Title (Please print or type)

Greenville, WI 54942

City, State, Zip

*Donna S. Hutchison*

Signature of Authorized Representative

02/14/2018

Date

888-388-3224

Phone

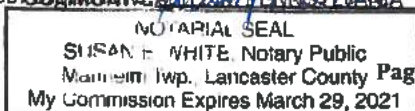
Subscribed and sworn to before me this 14th

day of February 2018

Notary Public in and for County of Lancaster

State of Pennsylvania

My commission expires Simon White




**AEPA IFB #018.5-C Athletic Equipment and Supplies  
Form B - Acceptance of Bid & Contract Award**

Name of Bidder: School Specialty, Inc.

**Instructions:** PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. The completed document must be scanned to a PDF format and uploaded to Public Purchase with the Bidder's proposal. If approved by AEPA, the Bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

**PART I: BIDDER**

In compliance with the Invitation For Bid (IFB), the undersigned warrants that I/we have examined the Instructions to Bidders, associated documents, and being familiar with all of the conditions surrounding the proposed projects, 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 and any written exceptions to the bid. 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.

Company Name School Specialty, Inc. Date 02/14/2018  
Company Address W6316 Design Drive City Greenville State WI Zip 54942  
Contact Person Greg Harbaugh Title Vice President of Business Development  
Authorized Signature  Title Assistant Secretary  
Email Address bideasnotices@schoolspecialty.com Phone 888-388-3224

**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 IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As 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. The intent of this contract is 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, 2019, unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency \_\_\_\_\_  
Agency Executive \_\_\_\_\_  
Awarded this \_\_\_\_\_ day of \_\_\_\_\_ Contract Number \_\_\_\_\_  
Contract to commence (Member Agency to select):  \_\_\_\_\_ or  May 1, 2018

**AEPA IFB #018.5-C Athletic Equipment and Supplies  
Form C – Company Information & Service Questionnaire**

Name of Bidder: School Specialty, Inc.

**Company Information**

Company Name School Specialty, Inc. Website www.schoolspecialty.com

Company Address W6316 Design Drive

City Greenville State WI Zip 54942

Contact Person Greg Harbaugh Title Vice President of Business Development

Contact Phone 888-388-3224 Contact Email bideastnotices@schoolspecialty.com

**Background**

*Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its own investigation of the company.*

This business is a:  public company  privately owned company.

In what year was this business started under its present name? See addendum to Form C

Under what other or former name(s) has your business operated? See addendum to Form C

Is this business a corporation?  No  Yes. If Yes, please complete the following:

Date of incorporation: 06/11/2013 State of incorporation: Delaware

Name of President: Joseph M. Yorio

Name(s) of Vice President(s): Edward J. Carr, Jr.

Name of Secretary: Donna S. Hutchison, Assistant Secretary

Name of Treasurer: Kevin L. Baehler

Is this business a partnership?  No  Yes. If yes, please complete the following:

Date of organization: \_\_\_\_\_ State founded: \_\_\_\_\_

Type of partnership, if applicable: \_\_\_\_\_

Name(s) of general partner(s): \_\_\_\_\_

Is this organization individually owned?  No  Yes. If yes, please complete the following:

Date of organization: \_\_\_\_\_ State founded: \_\_\_\_\_

Name of owner: \_\_\_\_\_

This organization is a form other than those identified above.  No  Yes.

If Yes, describe the company's format, year and state of origin, and names and titles of the principals. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Company Headquarter Location

Company Address W6316 Design Drive

City Greenville State WI Zip 54942

Main Phone Number 888-388-3224 How long at this address? 2001

### Company Branch Locations

Branch Address See Addendum to Form C

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Branch Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Branch Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Branch Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

*If more branch locations, insert information here or add another sheet with above information.*

### Sales History See Addendum to Form C

Provide your company's annual sales for 2015, 2016, 2017 YTD in the United States by the various public segments:

|   | 2015 | 2016 | 2017 YTD |
|---|------|------|----------|
| K-12 (public & private), Educational Service Agencies |      |      |          |
| Higher Education Institutions                         |      |      |          |
| Counties, Cities, Townships, Villages                 |      |      |          |
| States  |      |      |          |
| Other Public Sector & Non-profits                     |      |      |          |
| Private Sector  |      |      |          |
| <b>Total</b>  |      |      |          |

## Work Force

1. **Key Contacts and Providers:** Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

| Function                                      | Name  | Title                                       | Phone                        | Email  |
|---|---|---|------------------------------|--|
| Contract Manager                              | Greg Harbaugh                                 | VP of Business Development                  | 800-631-9313                 | greg.harbaugh@schoolspecialty.com                              |
| Sales Manager                                 | Edward J. Carr, Jr.                           | EVP-Chief Sales Officer                     | 888-388-3224                 | edward.carr@schoolspecialty.com                                |
| Customer & Support Manager                    | Erin Lacke                                    | Customer Care Manager                       | 920-882-5691                 | erin.lacke@schoolspecialty.com                                 |
| Distributors, Dealers, Installers, Sales Reps | Peter Jones                                   | VP-Sales Special Projects                   | 800-367-2785                 | peter.jones@schoolspecialty.com                                |
| Consultants & Trainers                        |   |   |                              |  |
| Technical, Maintenance & Support Services     | Steve Martinez                                | SVP-Chief Information Officer               | 888-388-3224                 | steve.martinez@schoolspecialty.com                             |
| Quotes, Invoicing & Payments                  | Greg Clemens<br>Quotes - for Hot List Pricing | Mgr-Credit & Collection<br>Quote department | 419-589-1578<br>888-388-3224 | greg.clemens@schoolspecialty.com<br>Quotes@schoolspecialty.com |
| Warranty & After the Sale                     |   |   |                              |  |
| Financial Manager                             | Kevin Baehler                                 | EVP-Chief Financial Officer                 | 920-882-5862                 | kevin.baehler@schoolspecialty.com                              |

2. **Sales Force:** Provide total number and location of salespersons employed by your company in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

| Number of Sales Reps | City                      | State |
|----------------------|---------------------------|-------|
| 200                  | Continental United States |       |
|                      |                           |       |
|                      |                           |       |
|                      |                           |       |

3. **Service/Support and Distribution Centers:** Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

| Center Type     | City       | State |
|-----------------|------------|-------|
| Service/Support | Greenville | WI    |
| Distribution    | Greenville | WI    |
| Distribution    | Mansfield  | OH    |
| Distribution    | Lancaster  | PA    |
| Distribution    | Nashua     | NH    |

## Marketing

1. **Key Marketing Contact(s):** List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *(To insert more rows, hit the tab key from the last field in the Email column.)*

| Name          | Title             | Phone        | Email                             |
|---------------|-------------------|--------------|-----------------------------------|
| Helen Schleis | Mgr-Marketing Sr. | 878-823-5125 | helen.schleis@schoolspecialty.com |
|               |                   |              |                                   |
|               |                   |              |                                   |

2. **Marketing Activities:** Describe how this company marketed its products and services to schools and other public sector audiences in Fiscal Year 2016-2017 (July 1 - June 30). List all conventions, conferences and other events at which this company exhibited. **See Addendum to Form C**

3. **Cooperative Marketing:** Describe ways in which this business can collaborate with Member Agencies in marketing the bid. See Addendum to Form C  


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4. **Sales Training:** Explain how your company will educate your sales staff on the AEPA contract including timing, methods, etc. See Addendum to Form C  


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**Environmental Initiatives**

1. Describe how your products and/or services support environmental goals. See Addendum to Form C  


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2. Describe the company's "green" objectives (i.e. LEED, reducing footprint, etc.). See Addendum to Form C  


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**Independent Subcontractors, Distributors, Installers, etc.**

If the Bidder is not the sole provider of all goods and services provided under this contract, the following must be answered:

1. **Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services. See Addendum to Form C
2. **Current Subcontractors, Distributors, Installers, Etc.:** Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the member agency states (listed in Part A of this IFB). Include, if applicable, contractor license information and the state(s) wherein they are eligible to provide services on behalf of this business.  
See Addendum to Form C

**Disclosures**

1. **Letter of Line of Credit or Annual Financial Report (REQUIRED):** Attach a letter from the business's chief financial institution indicating the current line of credit available in its name and evidence of financial stability for the past three calendar years (2014, 2015 and 2016). This letter should state the line of credit as a range (ie. "credit in the low six figures" or "a credit line exceeding five figures"). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter. See Addendum to Form C
2. **Legal:** Does this business have actions currently filed against it? X No \_\_\_\_\_ Yes.

If Yes, AN ATTACHMENT IS REQUIRED: List and explain current actions such as Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.



## References

Provide contact information of your company's ten largest public agency customers:

| Agency                    | Name | Title | Phone Number | Email |
|---------------------------|------|-------|--------------|-------|
| 1. See Addendum to Form C |      |       |              |       |
| 2.                        |      |       |              |       |
| 3.                        |      |       |              |       |
| 4.                        |      |       |              |       |
| 5.                        |      |       |              |       |
| 6.                        |      |       |              |       |
| 7.                        |      |       |              |       |
| 8.                        |      |       |              |       |
| 9.                        |      |       |              |       |
| 10.                       |      |       |              |       |

## Service Questionnaire

Respond to Yes/No and choice questions by using an (X). If a text reply is required, respond in the space below. Scan this form and any attachment pages into a single document and convert to a PDF file. The scanned PDF file must be uploaded to Public Purchase with the Bidder's proposal. As part of evaluating the Bidder's qualifications, the following is being requested and the Bidder is forewarned failure to respond and/or meet the minimum specifications in these areas, may deem their response as non-responsive.

- The following chart indicates which AEPA Member States intend to participate in this bid category. Please place an "X" in response to questions in the last three (3) columns. *Note: A Bidder must be willing and able to deliver the proposed products and/or services to ninety (90%) of the participating AEPA Member States.*

| AEPA Member States | Participating in this bid category? | Has the bidding company sold products/services in these states for the past three (3) years? | If awarded, which states does the bidding company propose to sell in? | Indicate which states the bidding company has sales reps, distributors or dealers in. |
|--------------------|-------------------------------------|--|---|---|
| California         | Yes                                 | X  | X   | X   |
| Colorado           | Yes                                 | X  | X   | X   |
| Connecticut        | Yes                                 | X  | X   | X   |
| Florida            | Yes                                 | X  | X   | X   |
| Indiana            | Yes                                 | X  | X   | X   |
| Iowa               | Yes                                 | X  | X   | X   |
| Kansas             | Yes                                 | X  | X   | X   |
| Kentucky           | Yes                                 | X  | X   | X   |
| Massachusetts      | Yes                                 | X  | X   | X   |
| Michigan           | Yes                                 | X  | X   | X   |
| Minnesota          | Yes                                 | X  | X   | X   |
| Missouri           | Yes                                 | X  | X   | X   |
| Montana            | Yes                                 | X  | X   | X   |
| Nebraska           | Yes                                 | X  | X   | X   |
| New Jersey         | Yes                                 | X  | X   | X   |
| New Mexico         | Yes                                 | X  | X   | X   |
| North Dakota       | Yes                                 | X  | X   | X   |
| Ohio               | Yes                                 | X  | X   | X   |
| Oregon             | Yes                                 | X  | X   | X   |
| Pennsylvania       | Yes                                 | X  | X   | X   |
| Texas              | Yes                                 | X  | X   | X   |
| Virginia           | Yes                                 | X  | X   | X   |

|               |     |                                     |                                     |                                     |
|---------------|-----|-------------------------------------|-------------------------------------|-------------------------------------|
| Washington    | No  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| West Virginia | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Wisconsin     | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Wyoming       | Yes | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

2. **e-Commerce:** Does this company have an e-commerce website?  Yes  No

If Yes, what is the website? www.schoolspecialty.com

3. **Customer and Support Service:**

- a. Does this company have online customer support options?  Yes  No
- b. Does this company have a toll-free customer support phone option?  Yes  No
- c. Does this company offer local customer and support service options?  Yes  No
- d. Describe the type, level, availability and location(s) of your customer and support service options, including number of dedicated customer/support staff and hours of operation. See Addendum to Form C

4. **Training:** If applicable, does this company offer customer training for the products and services sold?

Yes  No

If Yes, describe what types/kinds of training you offer, the venues where training occurs and the location(s) of your trainers, include number of staff dedicated to training and their qualifications and hours of operation.

See Addendum to Form C

5. **Pricing:**

- a. Is your pricing methodology guaranteed for the term of the contract?  Yes  No
- b. Will you offer customized price lists to Participating Entities as required per the Pricing terms of Part A?  Yes  No
- c. Will you offer hot list pricing (optional) as described in the Pricing terms of Part A?  Yes  No
- d. Will you offer Volume Price Discounts as described in the Pricing terms of Part A?  Yes  No

6. **Competitiveness:** In order for your bid to be considered, your company must offer AEPA prices that are equal to or lower than what your company offers to individual customers and/or cooperatives with equal to or lower volume. Is the pricing that is proposed to AEPA equal to or lower than pricing offered to individual customers and/or cooperatives with equal to or lower volume?

Yes  No

Indicate which of the following apply and the level of competitive range you are offering in response to this IFB.

Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.  
 Pricing is LESS THAN individual customer and/or cooperatives. Lower by \_\_\_\_\_%

7. **Cooperative Contracts:** Does your company currently have contracts with other cooperatives (local, regional, state, national)?  Yes  No

If Yes, identify which cooperative and the respective expiration date(s).  
IFB 015 Instructional and School Supplies                      Expiration date: 02/28/2019  
IFB 014-B Industrial Arts Supplies                              Expiration date: 02/28/2019

If Yes, and your company is awarded an AEPA contract, which contract will you lead with in marketing and sales representative presentations (sales calls)?  
See Addendum to Form C

8. **Administrative Fee:** Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

|   |   |
|---|---|
|   | The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.                    |
| X | The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price. |
|   | The pricing for the products and/or services includes all (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.   |

9. **Shipping & Handling:** Orders that are \$50.00 or more shall include free shipping and handling. What is the flat rate your company will charge, regardless of where shipped in the continental United States, for orders less than \$50.00? \$ See Addendum to Form C

10. **Product Returns:** Does your company have a return policy?  Yes  No

If Yes, describe your return policy and if you charge a restocking fee, what is it? (AEPA allows up to 15% for supplies and up to 25% for equipment). See Addendum to Form C

11. **Payment Terms:** Will you offer AEPA Buyer's a quick pay discount?  Yes  No

If Yes, what is the discount? \_\_\_\_\_ % Net \_\_\_\_\_

12. **Leasing:** Do you offer leasing arrangements under this bid?  Yes  No

13. **If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:**

| Responsibilities of an AEPA Vendor Partner   | Yes, indicate with an "X" | No, indicate with an "X" |
|--|---------------------------|--------------------------|
| 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 working knowledge of the contract. | X                         |                          |

|  |   |  |
|--|---|--|
| 2. Train and educate sales staff on what the AEPA cooperative contract is 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.    | X |  |
| 3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.   | X |  |
| 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.  | X |  |
| 5. On a quarterly basis, 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.   | X |  |
| 6. On a quarterly basis, complete the online Vendor Partner sales report for each Member Agency.   | X |  |
| 7. Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.   | X |  |
| 8. Attend two (2) AEPA meetings each year (see page 9 in Part A)   | X |  |
| 9. Participate in national and local conference trade shows to promote the AEPA contracts including, 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). | X |  |
| 10. Increase sales over the term of the contract with all participating AEPA Member Agencies.  | X |  |

Signature 

Donna S. Hutchison, Assistant Secretary 02/14/2018

*\*Must be same authorized signature that appears on Form A - Bid Affidavit and Form B - Acceptance of Bid & Contract Award.*

## AEPA IFB #018.5-C Athletic Equipment and Supplies Form D - Exceptions and Deviations

Name of Bidder: School Specialty, Inc.

### Exceptions

**Instructions:**

1. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
4. Scan this form plus any attachments into a single PDF document.
5. Title the file as per the instructions and upload your PDF document to Public Purchase with the Bidder's proposal.
6. Exceptions to local, state or federal laws cannot be accepted under this bid.

|                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | No, this bidder does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.         |
| <input type="checkbox"/>            | Yes, this bidder has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this IFB. |

| IFB Section and Page Number | Outline Number | Term and Condition | Exception |
|-----------------------------|----------------|--------------------|-----------|
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |
|                             |                |                    |           |


### Deviations

**Instructions:**

7. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
8. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
9. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
10. Scan this form plus any attachments into a single PDF document.
11. Title the file as per the instructions and upload your PDF document to Public Purchase with the Bidder's proposal.
12. Deviations to local, state or federal laws cannot be accepted under this bid.

|                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | No, this bidder does not have deviations (exceptions or alternates) to the specifications listed in Part B of this IFB. |
| <input checked="" type="checkbox"/> | Yes, this bidder has the following deviations to the specifications listed in Part B of this IFB.                       |

| Outline Number Part B | Specification (describe)  | Details of Deviation   |
|-----------------------|---|--|
| #1. Scope of Bid      | Examples of the athletic and sports field equipment and related products suggested in the proposal. | We have products in the areas of Archery, Baseball and         |
|                       |   | Softball, Basketball, Field Hockey, Field and Track, Football, |
|                       |   | Physical Education, Soccer, Tennis and Volleyball with deep    |
|                       |   | assortments and are limited in the areas of Ice Hockey, Golf,  |
|                       |   | Gymnastics, Martial Arts, Swimming/Pool and Wrestling.         |
|                       |   |  |
|                       |   |  |

Signature 

Donna S. Hutchison, Assistant Secretary

*\*Must be same authorized signature that appears on Form A - Bid Affidavit and Form B - Acceptance of Bid & Contract Award.*

**AEPA IFB #018.5-C Athletic Equipment and Supplies  
Form E - Discount & Pricing Schedule**

Name of Bidder: School Specialty, Inc.

**Instructions:** *Bidders are reminded as they prepare the discount pricing schedule that they are responsible for administrative fees on purchases to be remitted to Member Agencies. (See Part A of this IFB, Pricing.)*

1. There is one (1) Discount & Pricing Schedule Workbook (in Excel), Workbook F, provided for Bidders to complete with your discounts, pricing, etc. You must use the provided Excel Workbook. Pricing must be submitted in the Excel Workbook format with the file name "Form F - Pricing & Discount Schedule Workbook - Name of Bidder."
2. Upload the Excel workbook in its required format along with any additional catalogs or pricelists (PDF format) to Public Purchase with the Bidder's proposal.

These forms are provided on individual tabs on the Excel Workbook F:

**F.1. Catalog Discount for Items in a Commercial Catalog (REQUIRED)**

Complete the form for this IFB, reset the 'print area' if lines were added, and save the file according to directions.

**F.2. Services Price Schedule (OPTIONAL)**

If your company provides any design, installation, training or support services to support the items you are bidding, use this form to provide your bid prices.

**F.3. Volume Discounts Schedule (OPTIONAL)**

Use this form if your company is offering additional discounts off of the base discounts bid for one time purchases AND for public agencies that group their requirements together (based on their estimated total annual spend for commodity). Each Bidder must specify the dollar ranges required in order for the agency(ies) to receive the additional discount.

**Additional Forms that may be provided by Bidder:**

**Warranties, Additional Services or Incidental Price Schedule** (Not Provided by AEPA - Bidder Created): Provide a price schedule for any and all extended warranties, additional or incidental services, products, equipment and/or supplies.

**Additional Discounts** (Not Provided by AEPA - Bidder Created): If additional discounts/bonuses are available to AEPA members based on a dollar volume, sizes of orders or other criteria, state the formula for arriving at these discounts:

Signature



Donna S. Hutchison, Assistant Secretary

*\*Must be same authorized signature that appears on Form A - Bid Affidavit and Form B - Acceptance of Bid & Contract Award.*



**Form F.1 – Catalog Discount for Items in a Commercially Available Catalog Required  
IFB# 018.5-C Athletic Equipment & Supplies**

Additional Lines may be inserted as needed

**Form F.1 is a REQUIRED FORM**

Note: Groupings to be defined by Bidder, can be by sub-category, manufacturer, etc.

| <b>Respondent name:</b> SCHOOL SPECIALTY, INC. |   | AEPA -IFB#018.5-Athletic Equipment and Supplies -Form F.1 |              |   |  |         |   |          |   |   |
|--|---|---|--------------|---|--|---------|---|----------|---|---|
| <b>Category: Archery</b>                       |   |   |              |   |  |         |   |          |   |   |
| Catalog Title                                  | Catalog Date                                  | Manufacturer  | Sub Category | Catalog URL   | Catalog Description  | MFG     | Discount %  | Net Cost | Shipping Fees   | Discount Y/N  |
| Sportime Physical Education Catalog            | SSI Catalogs are updated each year in January | Various   | Various      | <a href="http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi-digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog">http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi-digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog</a> | SSI Catalogs are updated each year in January - Pricing valid Jan 1-Dec 31 each calendar year. | Various | 35/12 -please see the attached Catalog Discount Letter for additional information and details | Various  | 48 States-Parcel Orders Prefix 5 \$5 Minimum or 12% charge based on NET subtotal, 48 States-Parcel Orders Prefix 9 \$9.95 minimum or free over \$49 based on NET subtotal, 48 States-Non-Parcel Orders Prefix 6 Free shipping and handling. | Y -These catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. Also excluded is any catalog that bears notation: no other discounts apply |
| <b>Category: Baseball/Softball</b>             |   |   |              |   |  |         |   |          |   |   |
| Catalog Title                                  | Catalog Date                                  | Manufacturer  | Sub Category | Catalog URL   | Catalog Description  | MFG     | Discount %  | Net Cost | Shipping Fees   | Discount Y/N  |
| Sportime Physical Education Catalog            | SSI Catalogs are updated each year in January | Various   | Various      | <a href="http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi-digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog">http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi-digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog</a> | SSI Catalogs are updated each year in January - Pricing valid Jan 1-Dec 31 each calendar year. | Various | 35/12 -please see the attached Catalog Discount Letter for additional information and details | Various  | 48 States-Parcel Orders Prefix 5 \$5 Minimum or 12% charge based on NET subtotal, 48 States-Parcel Orders Prefix 9 \$9.95 minimum or free over \$49 based on NET subtotal, 48 States-Non-Parcel Orders Prefix 6 Free shipping and handling. | Y -These catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. Also excluded is any catalog that bears notation: no other discounts apply |
| <b>Category: Basketball</b>                    |   |   |              |   |  |         |   |          |   |   |
| Catalog Title                                  | Catalog Date                                  | Manufacturer  | Sub Category | Catalog URL   | Catalog Description  | MFG     | Discount %  | Net Cost | Shipping Fees   | Discount Y/N  |
| Sportime Physical Education Catalog            | SSI Catalogs are updated each year in January | Various   | Various      | <a href="http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi-digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog">http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi-digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog</a> | SSI Catalogs are updated each year in January - Pricing valid Jan 1-Dec 31 each calendar year. | Various | 35/12 -please see the attached Catalog Discount Letter for additional information and details | Various  | 48 States-Parcel Orders Prefix 5 \$5 Minimum or 12% charge based on NET subtotal, 48 States-Parcel Orders Prefix 9 \$9.95 minimum or free over \$49 based on NET subtotal, 48 States-Non-Parcel Orders Prefix 6 Free shipping and handling. | Y -These catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. Also excluded is any catalog that bears notation: no other discounts apply |
| <b>Category: Field/Ice Hockey</b>              |   |   |              |   |  |         |   |          |   |   |
| Catalog Title                                  | Catalog Date                                  | Manufacturer  | Sub Category | Catalog URL   | Catalog Description  | MFG     | Discount %  | Net Cost | Shipping Fees   | Discount Y/N  |
| Sportime Physical Education Catalog            | SSI Catalogs are updated each year in January | Various   | Various      | <a href="http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi-digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog">http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi-digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog</a> | SSI Catalogs are updated each year in January - Pricing valid Jan 1-Dec 31 each calendar year. | Various | 35/12 -please see the attached Catalog Discount Letter for additional information and details | Various  | 48 States-Parcel Orders Prefix 5 \$5 Minimum or 12% charge based on NET subtotal, 48 States-Parcel Orders Prefix 9 \$9.95 minimum or free over \$49 based on NET subtotal, 48 States-Non-Parcel Orders Prefix 6 Free shipping and handling. | Y -These catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. Also excluded is any catalog that bears notation: no other discounts apply |
| <b>Category: Field &amp; Track</b>             |   |   |              |   |  |         |   |          |   |   |
| Catalog Title                                  | Catalog Date                                  | Manufacturer  | Sub Category | Catalog URL   | Catalog Description  | MFG     | Discount %  | Net Cost | Shipping Fees   | Discount Y/N  |



| Catalog Title                       | Catalog Date                                  | Manufacturer | Sub Category | Catalog URL   | Catalog Description  | MPG     | Discount %  | Net Cost | Shipping Fees   | Y/N   |
|-------------------------------------|---|--------------|--------------|---|--|---------|---|----------|---|---|
| Sportime Physical Education Catalog | SSI Catalogs are updated each year in January | Various      | Various      | <a href="http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi_digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog">http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi_digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog</a> | SSI Catalogs are updated each year in January - Pricing valid Jan 1-Dec 31 each calendar year. | Various | 35/12 -please see the attached Catalog Discount Letter for additional information and details | Various  | 48 States-Parcel Orders Prefix 5 \$5 Minimum or 12% charge based on NET subtotal, 48 States-Parcel Orders Prefix 9 \$9.95 minimum or free over \$49 based on NET subtotal, 48 States-Non-Parcel Orders Prefix 6 Free shipping and handling. | Y -These catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. Also excluded is any catalog that bears notation: no other discounts apply |

**Category: Football**

| Catalog Title                       | Catalog Date                                  | Manufacturer | Sub Category | Catalog URL   | Catalog Description  | MPG     | Discount %  | Net Cost | Shipping Fees   | Y/N   |
|-------------------------------------|---|--------------|--------------|---|--|---------|---|----------|---|---|
| Sportime Physical Education Catalog | SSI Catalogs are updated each year in January | Various      | Various      | <a href="http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi_digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog">http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi_digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog</a> | SSI Catalogs are updated each year in January - Pricing valid Jan 1-Dec 31 each calendar year. | Various | 35/12 -please see the attached Catalog Discount Letter for additional information and details | Various  | 48 States-Parcel Orders Prefix 5 \$5 Minimum or 12% charge based on NET subtotal, 48 States-Parcel Orders Prefix 9 \$9.95 minimum or free over \$49 based on NET subtotal, 48 States-Non-Parcel Orders Prefix 6 Free shipping and handling. | Y -These catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. Also excluded is any catalog that bears notation: no other discounts apply |

**Category: Golf**

| Catalog Title                       | Catalog Date                                  | Manufacturer | Sub Category | Catalog URL   | Catalog Description  | MPG     | Discount %  | Net Cost | Shipping Fees   | Y/N   |
|-------------------------------------|---|--------------|--------------|---|--|---------|---|----------|---|---|
| Sportime Physical Education Catalog | SSI Catalogs are updated each year in January | Various      | Various      | <a href="http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi_digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog">http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi_digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog</a> | SSI Catalogs are updated each year in January - Pricing valid Jan 1-Dec 31 each calendar year. | Various | 35/12 -please see the attached Catalog Discount Letter for additional information and details | Various  | 48 States-Parcel Orders Prefix 5 \$5 Minimum or 12% charge based on NET subtotal, 48 States-Parcel Orders Prefix 9 \$9.95 minimum or free over \$49 based on NET subtotal, 48 States-Non-Parcel Orders Prefix 6 Free shipping and handling. | Y -These catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. Also excluded is any catalog that bears notation: no other discounts apply |

**Category: Gymnastics**

| Catalog Title                       | Catalog Date                                  | Manufacturer | Sub Category | Catalog URL   | Catalog Description  | MPG     | Discount %  | Net Cost | Shipping Fees   | Y/N   |
|-------------------------------------|---|--------------|--------------|---|--|---------|---|----------|---|---|
| Sportime Physical Education Catalog | SSI Catalogs are updated each year in January | Various      | Various      | <a href="http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi_digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog">http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi_digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog</a> | SSI Catalogs are updated each year in January - Pricing valid Jan 1-Dec 31 each calendar year. | Various | 35/12 -please see the attached Catalog Discount Letter for additional information and details | Various  | 48 States-Parcel Orders Prefix 5 \$5 Minimum or 12% charge based on NET subtotal, 48 States-Parcel Orders Prefix 9 \$9.95 minimum or free over \$49 based on NET subtotal, 48 States-Non-Parcel Orders Prefix 6 Free shipping and handling. | Y -These catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. Also excluded is any catalog that bears notation: no other discounts apply |

**Category: Martial Arts**

| Catalog Title                       | Catalog Date                                  | Manufacturer | Sub Category | Catalog URL   | Catalog Description  | MPG     | Discount %  | Net Cost | Shipping Fees   | Y/N   |
|-------------------------------------|---|--------------|--------------|---|--|---------|---|----------|---|---|
| Sportime Physical Education Catalog | SSI Catalogs are updated each year in January | Various      | Various      | <a href="http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi_digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog">http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi_digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog</a> | SSI Catalogs are updated each year in January - Pricing valid Jan 1-Dec 31 each calendar year. | Various | 35/12 -please see the attached Catalog Discount Letter for additional information and details | Various  | 48 States-Parcel Orders Prefix 5 \$5 Minimum or 12% charge based on NET subtotal, 48 States-Parcel Orders Prefix 9 \$9.95 minimum or free over \$49 based on NET subtotal, 48 States-Non-Parcel Orders Prefix 6 Free shipping and handling. | Y -These catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. Also excluded is any catalog that bears notation: no other discounts apply |

**Category: Physical Education**

| Catalog Title                        | Catalog Date                                  | Manufacturer | Sub Category | Catalog URL   | Catalog Description  | MFG     | Discount %  | Net Cost | Shipping Fees   | Discount Y/N  |
|--------------------------------------|---|--------------|--------------|---|--|---------|---|----------|---|---|
| Sportime Physical Education Catalog  | SSI Catalogs are updated each year in January | Various      | Various      | <a href="http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi_digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog">http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi_digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog</a> | SSI Catalogs are updated each year in January - Pricing valid Jan 1-Dec 31 each calendar year. | Various | 35/12 -please see the attached Catalog Discount Letter for additional information and details | Various  | 48 States-Parcel Orders Prefix 5 \$5 Minimum or 12% charge based on NET subtotal, 48 States-Parcel Orders Prefix 9 \$9.95 minimum or free over \$49 based on NET subtotal, 48 States-Non-Parcel Orders Prefix 6 Free shipping and handling. | Y -These catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. Also excluded is any catalog that bears notation: no other discounts apply |
| <b>Category: Soccer</b>              |   |              |              |   |  |         |   |          |   |   |
| Sportime Physical Education Catalog  | SSI Catalogs are updated each year in January | Various      | Various      | <a href="http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi_digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog">http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi_digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog</a> | SSI Catalogs are updated each year in January - Pricing valid Jan 1-Dec 31 each calendar year. | Various | 35/12 -please see the attached Catalog Discount Letter for additional information and details | Various  | 48 States-Parcel Orders Prefix 5 \$5 Minimum or 12% charge based on NET subtotal, 48 States-Parcel Orders Prefix 9 \$9.95 minimum or free over \$49 based on NET subtotal, 48 States-Non-Parcel Orders Prefix 6 Free shipping and handling. | Y -These catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. Also excluded is any catalog that bears notation: no other discounts apply |
| <b>Category: Swimming &amp; Pool</b> |   |              |              |   |  |         |   |          |   |   |
| Sportime Physical Education Catalog  | SSI Catalogs are updated each year in January | Various      | Various      | <a href="http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi_digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog">http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi_digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog</a> | SSI Catalogs are updated each year in January - Pricing valid Jan 1-Dec 31 each calendar year. | Various | 35/12 -please see the attached Catalog Discount Letter for additional information and details | Various  | 48 States-Parcel Orders Prefix 5 \$5 Minimum or 12% charge based on NET subtotal, 48 States-Parcel Orders Prefix 9 \$9.95 minimum or free over \$49 based on NET subtotal, 48 States-Non-Parcel Orders Prefix 6 Free shipping and handling. | Y -These catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. Also excluded is any catalog that bears notation: no other discounts apply |
| <b>Category: Tennis</b>              |   |              |              |   |  |         |   |          |   |   |
| Sportime Physical Education Catalog  | SSI Catalogs are updated each year in January | Various      | Various      | <a href="http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi_digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog">http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi_digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog</a> | SSI Catalogs are updated each year in January - Pricing valid Jan 1-Dec 31 each calendar year. | Various | 35/12 -please see the attached Catalog Discount Letter for additional information and details | Various  | 48 States-Parcel Orders Prefix 5 \$5 Minimum or 12% charge based on NET subtotal, 48 States-Parcel Orders Prefix 9 \$9.95 minimum or free over \$49 based on NET subtotal, 48 States-Non-Parcel Orders Prefix 6 Free shipping and handling. | Y -These catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. Also excluded is any catalog that bears notation: no other discounts apply |
| <b>Category: Volleyball</b>          |   |              |              |   |  |         |   |          |   |   |
| Sportime Physical Education Catalog  | SSI Catalogs are updated each year in January | Various      | Various      | <a href="http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi_digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog">http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi_digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog</a> | SSI Catalogs are updated each year in January - Pricing valid Jan 1-Dec 31 each calendar year. | Various | 35/12 -please see the attached Catalog Discount Letter for additional information and details | Various  | 48 States-Parcel Orders Prefix 5 \$5 Minimum or 12% charge based on NET subtotal, 48 States-Parcel Orders Prefix 9 \$9.95 minimum or free over \$49 based on NET subtotal, 48 States-Non-Parcel Orders Prefix 6 Free shipping and handling. | Y -These catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. Also excluded is any catalog that bears notation: no other discounts apply |

**Category: Weight Lifting**

| Catalog Title                       | Catalog Date                                  | Manufacturer | Sub Category | Catalog URL   | Catalog Description  | MFG List Price | Discount %  | Net Cost | Shipping Fees   | Discount Eligibility Y/N  |
|-------------------------------------|---|--------------|--------------|---|--|----------------|---|----------|---|---|
| Sportime Physical Education Catalog | SSI Catalogs are updated each year in January | Various      | Various      | <a href="http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi-digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog">http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi-digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog</a> | SSI Catalogs are updated each year in January - Pricing valid Jan 1-Dec 31 each calendar year. | Various        | 35/12 -please see the attached Catalog Discount Letter for additional information and details | Various  | 48 States-Parcel Orders Prefix 5 \$5 Minimum or 12% charge based on NET subtotal, 48 States-Parcel Orders Prefix 9 \$9.95 minimum or free over \$49 based on NET subtotal, 48 States-Non-Parcel Orders Prefix 6 Free shipping and handling. | Y -These catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. Also excluded is any catalog that bears notation: no other discounts apply |

**Category: Wrestling**

| Catalog Title                       | Catalog Date                                  | Manufacturer | Sub Category | Catalog URL   | Catalog Description  | MFG List Price | Discount %  | Net Cost | Shipping Fees   | Discount Eligibility Y/N  |
|-------------------------------------|---|--------------|--------------|---|--|----------------|---|----------|---|---|
| Sportime Physical Education Catalog | SSI Catalogs are updated each year in January | Various      | Various      | <a href="http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi-digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog">http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi-digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog</a> | SSI Catalogs are updated each year in January - Pricing valid Jan 1-Dec 31 each calendar year. | Various        | 35/12 -please see the attached Catalog Discount Letter for additional information and details | Various  | 48 States-Parcel Orders Prefix 5 \$5 Minimum or 12% charge based on NET subtotal, 48 States-Parcel Orders Prefix 9 \$9.95 minimum or free over \$49 based on NET subtotal, 48 States-Non-Parcel Orders Prefix 6 Free shipping and handling. | Y -These catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. Also excluded is any catalog that bears notation: no other discounts apply |

**Category: Intramural Equipment**

| Catalog Title                       | Catalog Date                                  | Manufacturer | Sub Category | Catalog URL   | Catalog Description  | MFG List Price | Discount %  | Net Cost | Shipping Fees   | Discount Eligibility Y/N  |
|-------------------------------------|---|--------------|--------------|---|--|----------------|---|----------|---|---|
| Sportime Physical Education Catalog | SSI Catalogs are updated each year in January | Various      | Various      | <a href="http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi-digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog">http://catalogs.schoolspecialty.com/4709_ssi_pe18/t1.asp?utm_source=ssi-digitalcatalogpage_011218&amp;utm_medium=digitalcataloglink&amp;utm_campaign=ssi_pe_pe18_2018&amp;utm_content=shopcatalog</a> | SSI Catalogs are updated each year in January - Pricing valid Jan 1-Dec 31 each calendar year. | Various        | 35/12 -please see the attached Catalog Discount Letter for additional information and details | Various  | 48 States-Parcel Orders Prefix 5 \$5 Minimum or 12% charge based on NET subtotal, 48 States-Parcel Orders Prefix 9 \$9.95 minimum or free over \$49 based on NET subtotal, 48 States-Non-Parcel Orders Prefix 6 Free shipping and handling. | Y -These catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. Also excluded is any catalog that bears notation: no other discounts apply |

**AEPA IFB #018.5-C Athletic Equipment & Supplies**  
**Uniform Guidance "EDGAR" Certification**  
**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 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 agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the vendor's authorized representative check and initial the applicable boxes and sign the acknowledgement at the end of this form. If a vendor fails to complete any item of this form, AEPA will consider and may list the response, as the vendors is unable to comply. A "No" response to any of the items below may impact the ability of a purchasing agency to purchase from the vendor using federal funds.

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**1. Violation of Contract Terms and Conditions**

Provisions regarding vendor 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 vendor 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.

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**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 vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the vendor's return policy. If the participating agency has paid the vendor for goods and services not year provided as the date of termination, vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the vendor, the participating agency's provision shall control.

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**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. Vendor 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 vendor agrees that it shall comply with such provision.

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#### **4. Davis Bacon Act**

When required by Federal program legislation, vendor agrees that, for all participating agency construction contracts/purchases in excess of \$2,000, vendor 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, vendor 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. In addition, vendor 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](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor's acceptance of wage determination.

Vendor further agrees that is 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 construction completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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#### **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, vendor 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, vendor 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 the 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 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.

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#### **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.

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#### **7. 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 sub grants 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, vendor 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. Vendor certifies that the vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the vendor if vendor 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.

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## **9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352), vendors 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 USC 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.

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## **10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, vendor 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 recover, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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## **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 CFR 200.323(b). When required by a participating agency, vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, vendor agrees that the total price, including profit, charged by the vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the vendors contract with AEPA.

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## **12. General Compliance with Participating Agencies**

In addition to the foregoing specific requirements, vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with 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.

**Complete the table shown below, include both Yes/No and initial per certification requirement.**

| Vendor Certification (By Item)                            | Vendor Certification:<br>YES, I agree or<br>NO, I do NOT agree | Initial |
|---|--|---------|
| 1. Vendor Violation or Breach of Contract Terms           | X  | dsh     |
| 2. Termination for Cause of Convenience                   | X  | dsh     |
| 3. Equal Employment Opportunity                           | X  | dsh     |
| 4. Davis-Bacon Act  | X  | dsh     |
| 5. Contract Work Hours and Safety Standards               | X  | dsh     |
| 6. Right to Inventions Made Under a Contract or Agreement | X  | dsh     |
| 7. Clean Air Act and Federal Water Pollution Control Act  | X  | dsh     |
| 8. Debarment and Suspension                               | X  | dsh     |
| 9. Byrd Anti-Lobbying Amendment                           | X  | dsh     |
| 10. Procurement of Recovered Materials                    | X  | dsh     |
| 11. Profit as a Separate Element of Price                 | X  | dsh     |
| 12. General Compliance with Participating Agencies        | X  | dsh     |

By signing below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

School Specialty, Inc.  
Name of Company

Donna S. Hutchison  
Signature of Authorized Personnel

Donna S. Hutchison  
Printed Name

02/21/2018  
Date



February 19, 2018

**Association of Educational Purchasing Agencies (AEPA)  
On Behalf of its Member Agencies**

**Account # 415712**

**School Specialty is pleased to offer the following catalog discount for Supplies and Equipment:**

**Bid Number: IFB #018.5-C Athletic Equipment and Supplies**

List Price Less 35% on Supply items.

List Price Less 12% on Furniture items.

If you have not received your catalog and need to request one or would like to access our digital version, please go to: <http://catalogs.schoolspecialty.com>

\*(These catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. Also excluded is any catalog that bears notation: no other discounts apply)

**Contract Period:**

**Valid from May 01, 2018 through February 28, 2019. Pricing for contract period effective upon notification of award referencing our Bid # 7786352713 to [bidwestnotices@schoolspecialty.com](mailto:bidwestnotices@schoolspecialty.com).**

**Standard Freight Terms:**

| Ship to Location            | Item Prefix | Shipping Charge  |
|-----------------------------|-------------|--|
| 48 States-Parcel Orders     | 5           | \$5 Minimum or 12% charge based on NET subtotal        |
| 48 States-Parcel Orders     | 9           | \$9.95 minimum or free over \$49 based on NET subtotal |
| 48 States-Non-Parcel Orders | 6           | Items ship free of charge                              |

**\*\*Live specimens (prefix L) and hazardous materials (prefix H) may incur additional charges. Please refer to [www.schoolspecialty.com](http://www.schoolspecialty.com) for more information.**

Sincerely,

  
Donna S. Hutchison  
Assistant Secretary



**School Specialty, Inc. Response to Association of Educational  
Purchasing Agencies Invitation for Bid**

**AEPA IFB #018.5-C Athletic Equipment and Supplies**

**Addendum to Form C**

**BACKGROUND:**

**In what year was this business started under its present name?**

**Under what other or former name(s) has your business operated?**

School Specialty was incorporated in 1959 as Valley School Supply. The company's sales grew consistently during its first 30 years of existence but began to struggle financially in the mid-1980's due to losses generated by several non-core businesses. In 1988, Dan Spalding, son of one of the founders, joined the company as CEO. Dan sold off many of the non-core businesses and completed a significant number of strategic acquisitions during the next 13 years. School Specialty became publicly traded in 1998 and was reincorporated in the State of Wisconsin on July 20, 2000. School Specialty organized its operating businesses into 2 operating groups — Educational Resources and Publishing. The Educational Resources Group provides the industry's broadest range and deepest assortment of supplies, instructional products and services in the early childhood to the grade 12 market. The Publishing Group provides standards-based curriculum products, supplemental curriculum materials and student assessment and interventions tools. In June, 2013 School Specialty reincorporated in the State of Delaware. Mr. Joseph Yorio has been President and Chief Executive Officer at School Specialty, Inc., since April 2014. He is an accomplished executive with over 20 years of experience working with large multi-national corporations in the manufacturing, distribution, supply chain, logistics, and security and defense industries.

**COMPANY BRANCH LOCATIONS:**

**Business Headquarters**

W6316 Design Drive  
Greenville, WI 54942

**Greenville Distribution Center**

W6316 Design Drive  
Greenville, WI 54942

**Mansfield Office & Distribution Center**

100 Paragon Parkway  
Mansfield, OH 44903

**Lancaster Distribution Center**

140 Marble Drive  
Lancaster, PA 17601

**Nashua Distribution Center**

80 Northwest Blvd.  
Nashua, NH 03063

**Bird in Hand Manufacturing**

3031 Industry Drive  
Lancaster, PA 17603

**Califone**

1145 Arroyo Ave San  
Fernando, CA

**Premier**

400 Sequoia Drive,  
Suite 200  
Bellingham, WA 98226

School Specialty has operated in these locations for times ranging from 5 to more than 10 years.

**SALES HISTORY**

See attached financial reports.

**MARKETING**

**2. Marketing Activities:**

**Catalogs:** 15 catalogs launched in 2018 focusing on SSI Brands and categories of products

**Marketing Collateral:** Focused on SSI Brands — specific to target customers (District Administrators, teachers, etc.); Direct Mailed into districts and sites; Sales tools for one-to-one meetings and discussions.

**Web/Online:** Promotions — online focusing on promoting SSI Brands to the appropriate market segment; e-mails to targeted customers (District Administrators, teachers, etc.)

**Social Media:** Initially focused on the Special Needs market via Facebook, Twitter, My Special Needs, blogging; expanding into early childhood, etc.

**Tradeshows:** Attended a minimum of 75 tradeshows in 2016-2017 encompassing local, state, Regional and National exhibits.

### **3. Cooperative Marketing:**

- I. In partnership with AEPA state agencies, School Specialty will seek to inform members of the wide range of products available to them through SSI and the benefits of purchasing through the Association of Educational Purchasing Agencies (AEPA). School Specialty Marketing personnel will work with respective AEPA Member Agencies to enhance and improve our current relationship. This plan will consist of, but not be limited to, the points outlined in this marketing document. School Specialty Marketing personnel will work closely with respective AEPA Member Agencies to:
  - i. Establish benchmarks and outline objectives for marketing performance.
  - ii. Review and refine marketing initiatives to better serve the needs of both entities as the year progresses.
  
- II. Target Audience:
  - i. Current AEPA members
  - ii. School districts or organizations targeted for AEPA member acquisition.
  
- III. Goals:
  - i. To increase School Specialty product awareness among current AEPA members.
  - ii. To secure new AEPA members where appropriate.
  
- IV. Strategies and Tactics: School Specialty Marketing personnel will work with various AEPA Member Agencies on comprehensive marketing strategies and plans as the two parties agree. School Specialty Marketing personnel will also provide:
  - i. AEPA specific brochure detailing the features and benefits of our association.
  - ii. AEPA specific sell sheet with room for the logo of the specific AEPA Member Agency.
  - iii. AEPA specific web landing page [www.schoolspecialty.com/aeapa](http://www.schoolspecialty.com/aeapa).

### **4. Sales Training:**

Upon award, all Account Managers in the awarded states will receive copies of the contract including the Terms and Conditions. Additional training will be provided in the form of Marketing support materials, online webinars, and conference calls including both details of the contracts and keys for selling.

## **ENVIRONMENTAL INITIATIVES**

- 1. Describe how your products and/or services support environmental goals.**
- 2. Describe the company's "green" objectives (i.e. LEED, reducing footprint, etc.).**

School Specialty believes that the environment is a precious gift. We take our commitment to the environment very seriously given that our environmental choices will help teachers and the students they serve understand the importance of making such a commitment themselves.

Respecting the environment is more than a good business practice — it is the right thing to do. We understand, acknowledge, and accept our responsibility for developing sustainable practices that meet our customers' needs and our financial goals while taking into account the welfare of future generations and their dependence on a healthy environment.

School Specialty is committed to protecting and preserving the earth's natural resources. To carry out this commitment, we have invested resources in 3 areas as part of our commitment to preserving and protecting the environment. These areas include catalog marketing and distribution, office and distribution center operations and merchandising. An overview of each follows:

#### Catalog Marketing, Distribution & Circulation:

- School Specialty, Inc. is committed to minimizing our direct marketing environmental impact. We reduced our overall paper consumption of paper by 31%, or 3,594 tons, from 2006 to 2009. According to Conservatree, this represents over 27,000 trees.
- To support greener marketing, we have a policy in place which encourages the use of recycled content, rejects paper with components from endangered or ecologically-sensitive areas, requires paper suppliers to obtain fiber from forests managed under credible forest certification schemes (SFI, FSC, CSA, PEFC, ATFS) whenever possible, and reduces total paper fiber consumed through best practices in direct marketing and shifting to online channels.
- We purchase paper through a paper broker who regularly reviews paper suppliers and ensures suppliers we select have a clear climate change strategy, have reduced greenhouse gas emissions, and are energy efficient.
- We produce almost all of our marketing materials through two of the top printers in the country (Quad/Graphics and Brown Printing Company). They are environmental leaders within their field. They recycle scrap paper and contractually have financial incentives to minimize paper waste. They focus on ink waste, ink recovery, and formulating inks that are more eco-friendly. Quad/Graphics' ink have 20% or greater renewable resource content or 50% or greater recycled content or VOC limit of 20%. Brown Printing Company use soy-based inks. Both companies are SmartWay<sup>sm</sup> Transport Partnership members and Quad/Graphics has won three SmartWay<sup>sm</sup> Environmental Excellence awards.
- School Specialty has built a direct marketing team with a combined total of over 120 years direct marketing experience at premier direct market companies like Lands End and Mattel. These associates implemented best practices including reduced catalog trim size, reduced average basis weight, improved mailing list hygiene, and improved catalog circulation efficiency.
- In our office location, we mandate the printing on both sides of internal office copy paper. SSI recycles catalogs and marketing material.

#### Office and Distribution Center Operations

- All office and distribution centers are required to recycle all aluminum, paper, plastic and glass.
- Distribution center recycle all undamaged inbound cartons, corrugate and pallets.

- All purchased corrugate contains a minimum of 60% post-consumer recycled content.
- We do not accept any paper or corrugate that is sourced from forests that have been identified as endangered or "old growth" forests.
- We do not accept any paper or corrugate that is sourced from forests that have been identified as endangered or "old growth" forests.
- Corrugate suppliers must obtain their fiber from forests managed under a credible forest certification scheme wherever possible, or have procurement systems that are third party certified. We recognize the following certification schemes as credible: Sustainable Forestry Initiative (SFI), Forest Stewardship Council (FSC), Canadian Standards Association (CSA), Pan-European Forestry Certification (PEFC), and the American Tree Farm System (ATFS).
- School Specialty has been pursuing energy efficient upgrades at all of our facilities including environmental improvements in lighting, mechanical systems (including boilers, HVAC, motors), programmable thermostats and lighting controls.
- Temperatures in all of our buildings have been seasonally adjusted:
  - Office:
    - Occupied Hours: 68 degrees
    - Unoccupied Hours: 60 degrees
  - Warehouse:
    - Occupied Hours: 57 degrees
    - Unoccupied Hours: 57 degrees
  - Air Conditioning (office only):
    - Occupied Hours: 76 degrees
    - Unoccupied Hours: 82 degrees

### Merchandising

School Specialty's entire Merchandising Team (VP, Directors, Category Managers, Merchandise Managers) is focused on working with suppliers to improve our products and the impact on the environment. Every supplier is required to provide information on their products/company, including:

- Green Seal certification
- Recycled product and content of material
- Certification of wood sourcing
- Participation in Leadership and Energy & Environmental Design

This information is utilized to make Approved Supplier/Approved Item decisions on an everyday basis.

## **INDEPENDENT MANUFACTURERS, SUBCONTRACTORS, DISTRIBUTORS, INSTALLERS, ETC.**

### **1. Selection Criteria for Independent Providers:**

School Specialty does not anticipate utilizing any independent providers, including subcontractors, distributors, installers or other independent service providers to perform service under the IFB. The only potential exception to this is if an AEPA ordered furniture and equipment that they desired be installed, School Specialty would utilize the services of an

independent installer. All installers are required to meet a strict set of criteria including the requirement to carry certain minimum levels of insurance as well as to hold all required state and local licenses and permits. Finally, we do background checks on the firms. We monitor the work of each independent firm and cease doing business with any firm that fails to meet the expectations of our customers.

**2. Current Subcontractors, Distributors, Installers, Etc.:**

School Specialty works with more than 100 independent installation companies in member agency states. These installation partners go through a rigorous selection and approval process. All of these companies are insured, hold applicable contractor licenses and satisfy all state and local legal requirements.

In light of the large number of installers and the fact that furniture is not a significant category in this IFB, we determined not to include the complete list with our response.

**DISCLOSURES**

**1. Letter of Line of Credit or Annual Financial Report:**

Information is attached to this addendum.

**REFERENCES**

**NEW YORK CITY PUBLIC SCHOOL DISTRICT**

Susan D. McKeon, Chief Administrator  
School Based Procurement  
NYCDOE Division of Contracts and Purchasing  
65 Court Street  
Brooklyn, NY 11201  
[sdickAschools.nyc.gov](http://sdickAschools.nyc.gov)  
Phone: 718-935-2027  
Fax: 718-935-2155

**CHICAGO PUBLIC SCHOOL DISTRICT**

Opal L. Walls, Deputy Purchasing Officer  
Purchasing Department, 10th Floor  
125 South Clark St.  
Chicago, IL 60603  
[owallsAcps.k12.il.us](http://owallsAcps.k12.il.us)  
Phone: 773-553-2648  
Fax: 773-553-2281

**PHILADELPHIA SCHOOL DISTRICT**

John A. Venti, CPM, Procurement Manager  
Office of Procurement Services  
440 N. Broad St.  
Philadelphia, PA 19130

[jventiAphila.k12.pa.us](http://jventiAphila.k12.pa.us)  
Phone: 215-400-5378  
Fax: 215-400-4381

**MILWAUKEE PUBLIC SCHOOLS**  
James P. Wegman Procurement Manager  
5225 West Vliet Street Milwaukee, WI 53201  
[wegmanipmail.rnilwatikee.k12.wi.us](mailto:wegmanipmail.rnilwatikee.k12.wi.us)  
Phone: 414-475-8348 Fax: 414-475-8104

**NEWARK PUBLIC SCHOOLS**  
Joyce Lee, Director of Support Services  
2 Cedar Street  
Newark, NJ 07102  
[ileenps.k12.ni.us](http://ileenps.k12.ni.us)  
Phone: 973-733-7704 Fax: 973-733-7008

**LOS ANGELES UNIFIED SCHOOL DISTRICT**  
Quinton Dean  
LAUSD Purchasing Services Manager  
8525 Rex Road  
Pico Rivera, CA 90660  
[Quinton.deanlausd.net](http://Quinton.deanlausd.net)  
Phone: 562- 654-9377  
Fax: 562-654-9017

**JERSEY CITY SCHOOL DISTRICT**  
Roxanne Padilla, Purchasing Agent  
345 Claremont Avenue  
Jersey City, New Jersey 07305  
[rpadillaicboe.org](http://rpadillaicboe.org)  
Phone: 201-915-6260 Fax: 201-915-9857

**FAIRFAX COUNTY PUBLIC SCHOOLS**  
Roger L. Ball, Director  
811 Gatehouse Road  
Falls Church, VA 22042  
[purchasingsupporthelp@fcps.edu](mailto:purchasingsupporthelp@fcps.edu)  
Phone: 571-423-3550  
Fax: 571-423-3587

## **SERVICE QUESTIONNAIRE**

### **2. Customer and Support Service:**

School Specialty currently employs approximately 150 dedicated, full-time Customer Care associates. During the summer months, to ensure service levels are satisfied, we employ an additional 50 full-time associates in Customer Care.

Customer care metrics and goals are as follows:

- Service level-96% of all calls answered within 30 seconds.
- Order entry timeliness-orders entered by the end of the next business day – YTD 99%.
- Email issues/requests answered by the end of the next business day – YTD 98%.
- Orders are audited for accuracy. Our actual results for year 2017 are 93%.
- Chat conversations were rated above satisfactory at 95%.
- Customer care is available Monday – Friday 7:00 am to 6 pm CST at 888-388-3224.
- Live Chat is available Monday – Friday 8:00 am to 5:00 pm CST.

We continuously strive to enhance our efficiency and productivity by seeking out state of the art technology. Our paperless digital imaging system allows us to scan and retain documents resulting in a reduction of paper. Our Multi Media tool assists in providing accurate and timely delivery of all contact types (calls, emails, faxes and mail) to our advocates for processing. Workforce Management is a program that allows us to schedule the right number of people at the right time, with the right skills. Customer value services that we provide include one person contact, a customer performance scorecard and proactive order management, specifically delivery deadlines.

#### **4. Training:**

School Specialty encourages AEPA members to contact their local School Specialty Account Manager to determine the type, scope and variety of workshops available including schedules and fees.

#### **7. Cooperative Contracts**

In our Marketing and sales presentation efforts, we strive to present the best solution based on the needs and the requirements of the individual customer. If they are searching for a national or cooperative style agreement, we will present AEPA as an option.

#### **9. Shipping and Handling:**

##### **School Specialty Catalog Shipping Terms:**

**Parcel Delivered items:**

##### **Items with a prefix of 5**

- \$5 Minimum or 12% charge based on NET subtotal

##### **Items with a prefix of 9**



- Orders over \$49.00 based on NET subtotal, freight is included. No additional S&H charges apply.
- Orders under \$49.00 add \$9.95.

**Truck Delivered items:**

- Items with a prefix of 6, freight is included.

**Special Delivery request from customers:**

- Customers need to contact our Customer Care Department for a quote.

**10. Product Returns:**

Under our customer-friendly return policy, unused merchandise with which a customer is not completely satisfied may be returned in its original packaging within 30 days. School Specialty pays return shipping for returns due to our error; the customer pays return shipping for items returned for any other reason. Depending on the manufacturer's policies, the customer may be charged a restocking fee for furniture or equipment returns; all other items are subject to a 15 percent restocking fee. Custom orders may not be returned.

Our standard policy is that we accept returns within 30 days of receipt as described above and that we do not normally accept returns after 30 days. However, we may accept a return after 30 days if a customer has experienced an extreme or unique hardship or circumstances.



# Recommendation for New Contracts

**AEPA Bid #018**

**Due:** March 22, 2018

(Should be completed, supporting documents attached, and signed by committee members prior to submitting.)

**Bid Category:** IFB 018.5 C Athletic Equipment & Supplies

**Signatures:**

**Committee Co-Chair:** Teresa Gerstacker \_\_\_\_\_

**Committee Co-Chair:** Nita Werner \_\_\_\_\_

**Committee Member:** Ann Burden \_\_\_\_\_

**Committee Member:** Dave Puyear \_\_\_\_\_

**Committee Member:** Lori Carselowey \_\_\_\_\_

**A. Methodology used by the committee for determination:**

\_\_\_\_\_ Low responsive and responsible bidder(s) based on the attached price tabulation.

\_\_\_\_\_ Low responsive and responsible bidder(s) based on the attached market basket study tabulation.

\_\_\_\_\_ X \_\_\_\_\_ Responsive and responsible bidder(s) based on the highest catalog discount.

**B. Bids received that were rejected prior to evaluation with cause for rejection:**

Pioneer Manufacturing Company

Qapala Enterprises

Riddell

Xenith LLC

**C. Bids received that were rejected during evaluation with cause for rejection:** None

**D. Vendors recommended with reasons for recommendation:**

All recommend Vendors have had Sales within each AEPA Member State within the last the 3 years.

**Kranos Corporation dba Schutt Sports:** Wide variety of Baseball/Softball and Football items that include safety equipment, shoulder pads, helmets, and extra accessories for these two sports, offering a competitive price for needed equipment for both female/male youth and varsity players. Research shows great pricing on the items that were spot checked.

**Partac Peat Corporation:** Additional items for sports that include golf, and playground fills that are not available with other AEPA contracts. A variety of outdoor items for use. Deviations are due to shipping various weights and distances, so each member will pay accordingly. Product production and shipping is weather, and season tempered typical for the type of some products available. This company has an amazing variety of sporting items and surfaces through Beam Clay. They are also a source for aluminum bleachers.

**School Health Corporation:** Wide variety of products beyond what we have in any other AEPA bids concerning "Sports Medicine". These are products that any school nurse or classroom teacher or sports coach could use regularly

**School Specialty Inc.:** Products available in most sports areas for the level of school physical education providing a variety of introductory tools for student involvement and participation in physical activities.

\*\*\*\*\*

Proposed Motion: It is recommended by the Oversight Committee that AEPA approve bids from the following vendor(s) for a recommended contract by our participating member agencies.

**Kranos Corporation dba Schutt Sports**

**Partac Peat Corporation**

**School Health Corporation**

**School Specialty, Inc.**

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Proposed

Motion: It is recommended by the Oversight Committee that AEPA reject the bids from the following vendor(s). Pioneer Manufacturing Company, Qapala Enterprises, Riddell, Xenith LLC

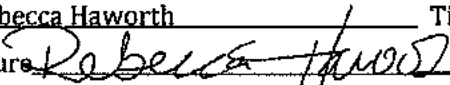
**AEPA IFB #018.5-C Athletic Equipment and Supplies  
Form B - Acceptance of Bid & Contract Award**

**Name of Bidder:** Kranos Corporation dba Schutt Sports

**Instructions:** PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. The completed document must be scanned to a PDF format and uploaded to Public Purchase with the Bidder's proposal. If approved by AEPA, the Bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

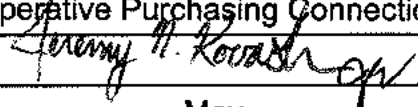
**PART I: BIDDER**

In compliance with the Invitation For Bid (IFB), the undersigned warrants that I/we have examined the Instructions to Bidders, associated documents, and being familiar with all of the conditions surrounding the proposed projects, 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 and any written exceptions to the bid. 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.

Company Name Kranos Corporation dba Schutt Sports Date 1-23-18  
Company Address 710 S. Industiral Drive City Litchfield State IL Zip 62056  
Contact Person Rebecca Haworth Title Bid Manager  
Authorized Signature  Title Bid Manager  
Email Address rhaworth@schutt-sports.com Phone 217-324-2712 X 2422

**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 IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As 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. The intent of this contract is 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, 2019, unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency Cooperative Purchasing Connection - MN  
Agency Executive  Jeremy Kovash, Executive Director (LCSC)  
Awarded this 7th day of May Contract Number 018.5-C  
Contract to commence (Member Agency to select):  May 7, 2018 or  May 1, 2018

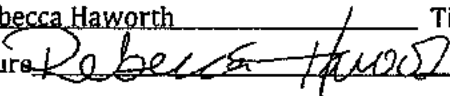
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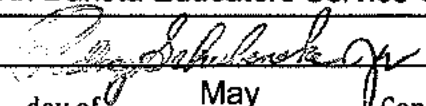
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Contact Person Rebecca Haworth Title Bid Manager  
Authorized Signature  Title Bid Manager  
Email Address rhaworth@schutt-sports.com Phone 217-324-2712 X 2422

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Awarding Agency North Dakota Educators Service Cooperative  
Agency Executive  Rodney Scherbenske, Board President  
Awarded this 7th day of May Contract Number 018.5-C  
Contract to commence (Member Agency to select):  May 7, 2018 or  May 1, 2018

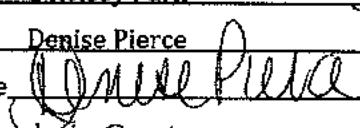
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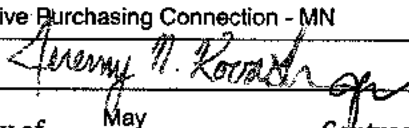
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Company Name Partac Peat Corporation Date 2/25/2018  
Company Address 1 Kelsey Park City Great Meadows State NJ Zip 07838  
Contact Person Denise Pierce Title Sales Manager  
Authorized Signature  Title Sales Manager  
Email Address denise@partac.com Phone 800-247-2326

**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 IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As 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. The intent of this contract is 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, 2019, unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency Cooperative Purchasing Connection - MN  
Agency Executive  Jeremy Kovash, Executive Director (LCSC)  
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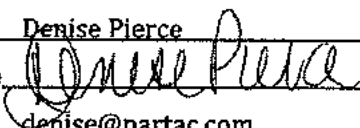
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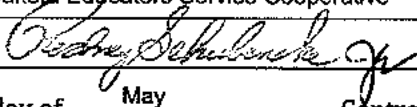
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Company Address 1 Kelsey Park City Great Meadows State NJ Zip 07838  
Contact Person Denise Pierce Title Sales Manager  
Authorized Signature  Title Sales Manager  
Email Address denise@partac.com Phone 800-247-2326

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Awarding Agency North Dakota Educators Service Cooperative  
Agency Executive  Rodney Scherbenske, Board President  
Awarded this 7th day of May Contract Number 018.5-C  
Contract to commence (Member Agency to select):  May 7, 2018 or  May 1, 2018


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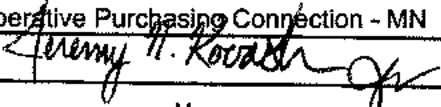
**PART I: BIDDER**

In compliance with the Invitation For Bid (IFB), the undersigned warrants that I/we have examined the Instructions to Bidders, associated documents, and being familiar with all of the conditions surrounding the proposed projects, 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 and any written exceptions to the bid. 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.

Company Name School Specialty, Inc. Date 02/14/2018  
Company Address W6316 Design Drive City Greenville State WI Zip 54942  
Contact Person Greg Harbaugh Title Vice President of Business Development  
Authorized Signature  Title Assistant Secretary  
Email Address bideastnotices@schoolspecialty.com Phone 888-388-3224

**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 IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As 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. The intent of this contract is 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, 2019, unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency Cooperative Purchasing Connection - MN  
Agency Executive  Jeremy Kovash, Executive Director (LCSC)  
Awarded this 7th day of May Contract Number 018.5-C  
Contract to commence (Member Agency to select):  May 7, 2018 or  May 1, 2018




**AEPA IFB #018.5-C Athletic Equipment and Supplies  
Form B - Acceptance of Bid & Contract Award**

Name of Bidder: School Specialty, Inc.

Instructions: PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. The completed document must be scanned to a PDF format and uploaded to Public Purchase with the Bidder's proposal. If approved by AEPA, the Bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

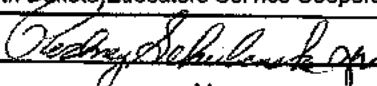
**PART I: BIDDER**

In compliance with the Invitation For Bid (IFB), the undersigned warrants that I/we have examined the Instructions to Bidders, associated documents, and being familiar with all of the conditions surrounding the proposed projects, 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 and any written exceptions to the bid. 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.

Company Name School Specialty, Inc. Date 02/14/2018  
Company Address W6316 Design Drive City Greenville State WI Zip 54942  
Contact Person Greg Harbaugh Title Vice President of Business Development  
Authorized Signature  Title Assistant Secretary  
Email Address bideastnotices@schoolspecialty.com Phone 888-388-3224

**PART II: AWARDING MEMBER AGENCY**

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Awarding Agency North Dakota Educators Service Cooperative  
Agency Executive  Rodney Scherbenske, Board President  
Awarded this 7th day of May Contract Number 018.5-C  
Contract to commence (Member Agency to select):  May 7, 2018 or  May 1, 2018