

**Request for Proposal
AEPA RFP#25.5 - B
DISASTER RECOVERY SERVICES**

BID SECURITY REQUIRED: NONE

PART A – INSTRUCTIONS AND SPECIFICATIONS

Notice to Respondents

Solicitation offers will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its Member Agencies until:

February 13, 2025, at 1:30 p.m. ET

Each package consists of multiple parts:

- Part A – Instructions and Specifications**
- Part B – AEPA General Terms and Conditions**
- Part C – Member Agency (State) Terms and Conditions**
- Part D – Questionnaire**
- Part E – Signature Forms**
- Part F – Discount & Pricing Workbook**

All offers must be submitted online via the Bonfire eProcurement website by the due date and time listed above. AEPA solicitation documents can be downloaded after registering, at no cost, on Bonfire, <https://aepacoop.bonfirehub.com/>.

AEPA and/or the respective Member Agencies reserve the right to reject any or all offers in whole or in part; to waive any formalities or irregularities in any offers, and to accept the offers, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Note that Respondents must be able to provide their proposed products and services in up to 31 states including Arkansas, California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. Note that not all states participate in each solicitation. The complete list of participating states is found below.

Solicitations will be opened online on **February 13, 2025, at 1:30 p.m. ET.**

Bid & Contract Timeline:

January 8, 2025	Release of IFBs/RFP via Bonfire
January 23, 2025	Voluntary Pre-Bid Conference Call
February 3, 2025	Deadline for questions from Respondents

February 13, 2025	Deadline for Submittals and Reading via Bonfire
February 14, 2025	Opening Record posted on the AEPA website, www.aepacoop.org
April 7-9, 2025	AEPA Approval of Offers
After April 9, 2025	Vendor Partners submit required documentation to AEPA Agencies
	Initial contract term—See Term of Contract and Extensions in General Terms & Conditions. Annual contract renewal dates subject to approval by AEPA

I. General Solicitation Procedures

A. Issuing Agency

The great benefit to the Vendor is that one response may be prepared for approval by AEPA and awarded by multiple AEPA Member Agencies and utilized by their Participating Entities located throughout many states. Solicitations may be issued as an IFB or an RFP depending on the category of goods/services being solicited. Respondents to a solicitation will submit their response in the required formats (PDF, Excel) of all files requested along with current pricing via Bonfire, a free online bidding platform, by the published due date and time. Respondents selected in response to this solicitation have the potential to provide products and services to local education agencies serving over 36,000,000 (excludes non-represented AEPA states) students, with additional local government agencies as permitted by state law.

Each AEPA Member Agency will individually publish notice of the solicitation. Respondents will submit responses online, electronically via Bonfire, <https://aepacoop.bonfirehub.com/>. Instructions on registering for AEPA solicitations on Bonfire can be found on the AEPA website, www.aepacoop.org. Responses deemed complete at opening will be evaluated by solicitation category committees comprised of AEPA Member Agencies representatives who have indicated they will participate in the category of products and services being solicited, and after AEPA approval, individual AEPA Member Agencies may award contracts to the AEPA Approved Vendor Partners or reject their offers.

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

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

AEPA requires that Respondents only respond if they can offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume. State laws that permit or encourage cooperative purchasing contracts do so in the belief that it saves the participants both time and money. Time is saved by having access to volume discounted contracts publicly solicited and being able to purchase what is needed without having to wade through the solicitation process (write solicitation, advertise the solicitation, open each response, evaluate, and select). Money is saved in procurement cost and lower prices will be the result of volume purchasing. Therefore, a contract issued by a cooperative can be used by hundreds of separate political units; but if it has the same or higher prices than what a single agency or state contract can get through its own solicitation, a

cooperatively solicited contract may not be attractive to these members. **We request that Respondents respond with advantageous pricing and package so that together we can attract members to prefer the cooperatively awarded contract.**

The AEPA policy for membership permits new agencies to become AEPA Member Agencies upon approval of existing members. If additional Agencies are added, they and their members may procure from existing contracts upon approval of the awarded Vendor Partners and in accordance with their state laws.

B. Questions

All questions from Respondents must be submitted online through Bonfire, AEPA will not accept questions in any other format during the solicitation process. All questions received during the solicitation process will be available via Bonfire. All Respondents will be automatically notified through email when AEPA responds to a question asked by a potential respondent. It is the Respondent's responsibility to check Bonfire for any questions and answers before the deadline. Questions received after the question deadline date will not be answered.

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

Questions regarding this solicitation after Opening, but before the approval of the contract, should be submitted to questions@aepacoop.org.

Questions regarding this solicitation after Notification of Approval should be submitted to bid-committee@aepacoop.org.

C. Respondent Qualifications

An essential part of the solicitation process is an evaluation to qualify the company being considered. All solicitations must contain answers, responses, and/or documentation to the information requested in the documents. Any Respondent failing to provide the required information/ documentation may be considered non-responsive, this includes submitting a response not in the proper format.

Respondents must demonstrate their ability, capacity, and available resources to provide the proposed products and services to 90% of the AEPA Member Agencies indicating an interest in participating in the categories being solicited, or in one or more regions if the RFP is conducted in regions. The Respondents are required to communicate and demonstrate within their response they have extensive knowledge, background, and at least five (5) years of experience with obtaining, delivering, installing, maintaining, and/or supporting the products, equipment, services, or software offered in this RFP. AEPA and/or its Member Agencies reserve the right to accept or reject newly formed companies or companies failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

D. Bid/Proposal Security

If required as noted at the top of this Part, bids or proposals must be accompanied by a satisfactory security bond. Please note that not all AEPA Bid categories require a security bond.

If a security bond is required, a hard copy of the bid security must be in the possession of AEPA on or before, the exact due date and time. Original copies of the security must be submitted to AEPA c/o LCSC, ATTN: Purchasing Dept, 1001 E Mt Faith, Fergus Falls, MN 56537 in a sealed envelope with the Solicitation Number, Solicitation Category, and Respondent's name and address clearly indicated on the envelope or box. A copy of the bid security must be submitted via Bonfire. AEPA will not reject a response from a Vendor whose bid bond has not arrived by

the due date and time as long as a scanned copy of the bid bond dated prior to the due date is uploaded with their response and the actual bond is in transit.

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

E. Solicitation Submittal

1. Preparation of the Response

- a. The solicitation is published in multiple parts.
 - i. Part A contains the solicitation instructions and the technical specifications.
 - ii. Part B is the general terms and conditions for all AEPA agencies.
 - iii. Part C includes specific state terms and conditions. This is where you will find information about each AEPA state member and any specific procurement rules of each state.
 - iv. Part D is a required Questionnaire found and completed in Bonfire.
 - v. Parts E and F are to be filled out in their entirety and submitted online via Bonfire in their required formats with the Respondent's offer. Some categories may request additional forms. All forms must be uploaded before the published solicitation due date and time of opening.
 - b. All responses must be on the forms provided by AEPA for each solicitation found in Bonfire unless otherwise noted. Respondents will submit all documents, in their required formats, online via Bonfire by the due date and time of the solicitation.
 - c. Forms requiring signatures must be submitted by the person authorized to sign the bid or proposal response. Failure to properly sign the solicitation documents may result in the offer being deemed non-responsive.
 - d. In case of an error in extension of prices in the solicitation, unit prices must govern.
 - e. Periods of time stated as a number of days must be in calendar days, not business days.
 - f. It is the responsibility of all Respondents to examine the entire solicitation package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due time and date.
 - g. The Respondents' ability to follow the preparation instructions set forth in this solicitation will also be considered to be an indicator of the Respondents' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the AEPA Member Agency and a Respondent requires the delivery of information and data. The quality of organization and writing reflected in the offer will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the offer will be evaluated as a sample of data submission.
2. **Document Development:** Forms for this solicitation are published in Bonfire, in Excel, and PDF formats. Some forms (questionnaire) may be completed directly in Bonfire. Respondents must scan and upload all documents to Bonfire following the Solicitation Checklist, along with any additional documents or files other than those listed below that may be requested and/or related to the solicitation.
- a. **Part C – Member Agency (State) Terms and Conditions:** Some states, currently the state of New Jersey only, require additional documentation and signature forms. Review Part C and submit the required state documents with your offer. Submit all state-specific forms as one (1) form in PDF format.

- b. **Part D – Questionnaire:** Complete directly in Bonfire. The questionnaire seeks information about the Respondent's pricing structure, service areas, past performance, and commerce processes. The Company Information form provides background information on the Respondent's company.
 - c. **Part E – Signature Forms:** Complete the forms provided. The signature form includes multiple areas where signatures are required. Submit the form as one (1) individual form in PDF format. New Jersey required forms are in a separate file and may be uploaded as one PDF with all signed forms.
 - d. **Part F – Discount & Pricing Workbook:** Complete the Excel workbook provided. Title the Excel document as per the instructions in Document Development above. Be sure to complete the required tabs as outlined in Part F.
3. **Price Lists and/or Catalogs:** For catalog bids, Respondent's most recent catalog(s) or price lists must be included. If a hard copy is submitted, it should be in pdf format. Links to online pricing are acceptable as long as pricing is included, not just descriptions of product.
4. **Solicitation Transmittal**
- a. It is the responsibility of the Respondent to be certain that its submittal has been uploaded in its entirety to Bonfire, on or prior to the exact published due date and time.
 - b. If a security bond is required (noted at the top of Part A), a hard copy of the security must be in the actual possession of, on or before, the exact due date and time and a copy must be submitted via Bonfire. Original copies of the security must be submitted in a sealed envelope properly addressed to the Association of Educational Purchasing Agencies, with the Solicitation Number, Solicitation Category, and Respondent's name and address clearly indicated on the envelope or box to AEPA c/o LCSC, ATTN: Purchasing Dept, 1001 E Mt Faith, Fergus Falls, MN 56537 in a sealed envelope. AEPA will not reject a response from a Vendor whose bid bond has not arrived by the due date and time as long as a scanned copy of the bid bond dated prior to the due date is uploaded with their response and the actual bond is in transit.
 - c. If the designated location for receiving the bid or proposal security is closed due to an unforeseen circumstance on the day the security is due (due date), the security will be due at the same time on the next day the building is open.
 - d. Responsive offers will be opened, and the name of each Respondent and other appropriate information will be posted on the AEPA website.

F. **Solicitation Evaluation, Approval, and Award:** Solicitation responses received will be evaluated in accordance with acceptable standards of cooperative procurement, set forth in and governed by the Procurement Codes of AEPA Member Agency's states; AEPA by-laws, policies, and procedures; AEPA Member Agencies' policies and procedures.

For IFB categories, approval of prospective Vendor Partners and recommendation of contracts will be made to the lowest responsive and responsible Respondent utilizing the criteria listed in this solicitation. As a reminder, AEPA recommends offers to Respondents. Final contract awards are subsequently made by individual AEPA Member Agencies.

- 1. **Responsive Offer:** A responsive offer reasonably and substantially conforms to all material requirements of the solicitation. Offers must be responsive and approved by AEPA to receive award consideration by AEPA Member Agencies. To be determined responsive, the response must meet all of the requirements below:
 - a. Submitted on time.
 - b. Materially satisfy all mandatory requirements identified throughout the solicitation.

- c. Must substantially conform to all of the specified requirements in the solicitation in the judgment of AEPA and its AEPA Member Agency representatives.
 - d. Any deviation from requirements indicated herein must be stated, in writing, and included with the offer submitted. Otherwise, it will be considered that responses are in strict compliance with all requirements, and any successful vendor will be held responsible, therefore.
 - e. Deviations or exceptions stipulated in response may result in the offer being classified as non-responsive. Language to the effect that the Respondent does not consider this solicitation to be part of a contractual obligation will result in that Respondent's offer being disqualified. Terms of the solicitation that any Respondent considers particularly unwarranted, and to which that would have to take significant exception in his/her offer, should be stated clearly and concisely as exceptions and/or deviations.
 - f. In preparing a proposal, the Respondent's inability to follow the proposal preparation instructions set forth in this solicitation and its inability to provide written responses, narratives, requested and support documentation relating to the Respondent's qualifications; abilities; capacity; products; specifications; delivery, installation, setup, maintenance; support services and pricing utilized by AEPA evaluators may result in the Respondent's offer to be deemed non-responsive.
2. **Non-responsive Offer:** Any offer that does not conform to all material requirements of the solicitation including, but not limited to: offers received after the deadline; offers that do not contain required items and/or provided in the format required, such as proper and/or signed forms, pricing, catalogs, electronic files; offers that do not contain the proper security bond where required; failure to meet the specified qualifications, product specifications, stipulated documentation or pricing equal to or better than individual entities or cooperatives with equal or lesser volume. AEPA reserves the right to request documents that do not affect pricing, waive minor irregularities, and/or seek clarification following its Board approved procedures. Offers deemed non-responsive will not be considered for approval and award.
3. **Responsible Respondent:** A responsible Respondent is a firm or person with the qualifications, capability, and capacity to perform the contract requirements with integrity and reliability, which will assure good faith performance. As a part of the process of determining responsible respondents during the evaluation period, the category committee may request reports that describe the financial soundness of your organization. You may be asked to include a third-party report or reports that demonstrate your firm's strength. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).

AEPA's approval of a response will make the Respondent available for consideration to the AEPA Member Agencies for contract award. Factors to be considered in determining whether the standard of responsibility has been met may include but is not limited to whether a Vendor Partner has:

- a. Submitted a responsive offer;
- b. The qualifications stipulated in this solicitation, such as adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the products, services, or construction;
- c. A demonstrated and documented satisfactory track record of performance in the national marketplace;

- d. A satisfactory record of integrity and a reputation of responding to and meeting educational and local government institutions' needs, adherence of and compliance with federal, state, local and industry standards, rules, regulations, and codes;
- e. Quality and suitability of products and services offered to meet and perform to the specifications, expectations, and requirements identified in this solicitation;
- f. Supplied all necessary information and data in connection with determining whether a Respondent meets the standard of responsibility.

4. Cost Evaluation:

- a. Cost and price schedules conform to and provide the information required in this part of the bid or proposal;
- b. Pricing offered that is equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume;
- c. Methodology used by AEPA and its AEPA Member Agencies to approve prospective Vendor Partners and award contracts;
 - i. Line-Item/Construction Bid: Lowest responsive, responsible Bidder(s). Based on the cost evaluation, a recommendation will be made to approve a single Bidder or make a multiple Bidder award. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members' needs; or
 - ii. Catalog Bid: Lowest responsive, responsible Bidder(s) is/are determined based on the price evaluation criteria; and by a "Core List" and/or by creating a "Market Basket Study" to compare overall pricing between Respondents. A "Market Basket" is a list of items typically purchased by AEPA Member Agencies and their Participating Entities that represent a cross-section of the types of those items purchased. The selection and quantity of line items evaluated will be at the sole discretion of the AEPA evaluators. Based on the cost evaluation, a recommendation will be made to approve a single Bidder or make a multiple Bidder award. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members' needs.
 - iii. Proposal: Identified weighted criteria for evaluation, including pricing, published in this part of the solicitation.

G. Contract Award and Implementation

An AEPA category committee will perform initial response review and evaluation and will prepare and make a recommendation to AEPA for its consideration and approval. Those selected Respondents who are approved by AEPA will then be considered by the individual AEPA Member Agencies for contract award. It should be noted that once AEPA has approved the response, a Respondent becomes a "Vendor Partner" for AEPA.

All respondents will be notified of the outcome of the solicitation. Vendors recommended for award by AEPA states will be posted on the AEPA website.

Once the approved Respondents have been notified, it is their responsibility to contact those AEPA Member Agencies (up to 30) who had indicated an interest in participating and sending them Part E Signature Forms with the contract for each state to complete. Each AEPA Member Agency will review, evaluate, and determine which, if any, it will award contracts to.

The approved Vendor Partner and the AEPA Member Agency will hold final contract negotiations, if necessary, to work out state-specific details of contract implementation including:

1. Acquiring additional information and having discussions on how the awarded contract will be executed.
2. Signing the contract with the AEPA Member Agency.

3. Jointly develop marketing strategies and a plan for contract roll-out activities to the AEPA Member Agency's Participating Entities (Advertising, flyers, website access, etc.).
4. Establish how orders will be processed, handled, and reported.
5. Contract management: Establish how and by whom the day-to-day contract management will be handled and who will be the AEPA Member Agency's representative.

It is not guaranteed that each AEPA Member Agency will enter into a contract with AEPA approved Vendor Partners. The final decision as to the appropriateness of a contract for a Member Agency rests solely with that AEPA Member Agency.

II. Responsibilities of a Vendor Partner

- A. As an approved AEPA Vendor Partner, the following is expected in support of the contract:
 1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have a working knowledge of the contract.
 2. Train and educate sales staff on what the AEPA cooperative contract promised, including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.
 3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
 4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.
 5. Quarterly, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, a \$0 report is required.
 6. Report sales and administrative fees by participating state if requested by AEPA.
 7. Have ongoing communication with the Category Committee Chairperson, AEPA Member Agencies, and the Member Agencies Participating Entities.
 8. Annually attend two (2) AEPA meetings: Annual meeting which is typically in April or May and the Winter Meeting which is typically the week after Thanksgiving and has historically been held in conjunction with the Association of Educational Service Agencies (AESAs) annual conference. At the Annual Meeting, Vendor Partners participate in a round table meeting with each of the AEPA Member Agencies. Vendor Partners that have paid the registration fees can participate in the meetings.
 9. Trade show support: Strongly encourage participation in national and local conference trade shows to promote the AEPA contracts such as, but not limited to, the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).
 10. Increasing sales over the term of the contract with all participating AEPA Member Agencies.

III. Responsibilities of AEPA Member Agencies

- A. In support of the Vendor Partner and respective contract, each AEPA Member Agency should provide the following support:
 1. Designate a staff member(s) that will serve as a point person for the AEPA program within that state.
 2. Provide a staff member to work collaboratively with the Vendor Partner to determine the best marketing plan for the respective Member Agency state. Marketing efforts may include but not be limited to the education and use of sales force, a website presence, electronic mailings, brochures, mailings, etc.

3. Develop marketing materials for the Member Agency to use that would include representation of the awarded contracts. Materials may include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc. as determined by the respective Member Agency and what works best within their state.
4. Assist the Vendor Partner to jointly market the contract to potential Participating Entities within the state.
5. Work with the Vendor Partner to identify eligible Participating Entities within the state possibly including providing a list of potential customers.
6. Work with the Vendor Partner to identify and help manage costs associated with fulfilling this contract.
7. Attendance at the two (2) AEPA meetings which provides for an opportunity to interact with Vendor Partners.

IV. Category Specifications

1. Scope of Work

AEPA is seeking qualified, experienced contractor(s) to perform Disaster Recovery Remediation Services for natural disasters (such as fire, storms, flooding), pandemic events, vandalism, terrorism, asbestos abatement, and mold abatement and remediation. This RFP will not include the purchase of supplies or equipment, construction, recovery planning for technology or financial disasters. Contractor shall have the necessary resources and capabilities to perform the required services and provide the supplies, materials, equipment and labor to perform those services to all participating member states (up to 31) necessary to:

- a. Respond to request from a number of different types of educational, governmental and public institutions seeking Disaster Recovery Remediation Services.
- b. Types of services may include, but are not limited to natural disasters (such as fire, storms, flooding), pandemic events, vandalism, and terrorism.

All products offered must be considered new, unused, of the latest design and technology and from the most current and popular product lines available.

2. Anticipated AEPA Member Agency Participation

State	Participate? Yes/No/ Undecided	Other States Member Sells In
Arkansas	Yes	
California	yes	AZ, NV
Colorado	Maybe	
Connecticut	Yes	ME, NH, NY, RI, VT
Florida	Yes	AL
Georgia	Yes	
Illinois	No	
Indiana	Yes	
Iowa	Yes	SD
Kansas	Yes	OK
Kentucky	Yes	AL, LA, MS, NC, TN

Massachusetts	no	
Michigan	yes	
Minnesota	Yes	SD
Missouri	Yes	AR, LA, SD
Montana	Yes	ID
Nebraska	Yes	
New Jersey	No	
New Mexico	Yes	
North Carolina	Yes	
North Dakota	Yes	
Ohio	Yes	
Oregon	yes	
Pennsylvania	Maybe	DE, HA, MD, NY
South Carolina	Yes	
Texas	Yes	
Virginia	Yes	
Washington	Yes	AK, ID
West Virginia	Yes	
Wisconsin	Yes	
Wyoming	Maybe	SD,UT

Please note that individual AEPA Member Agencies that have indicated that they intend to participate in any contract approved under this solicitation, does not guarantee or mean that the individual AEPA Member Agency will enter into a contract with any AEPA approved Vendor Partner. Each AEPA Member Agency will make that determination after reviewing Vendor Partner responses and AEPA's recommendation for acceptance and award. The AEPA Member Agency's contracting decision shall be final.

3. Anticipated Volume Disaster Recovery is a currently held category for AEPA. The resulting award will be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). AEPA Member Agencies estimate approximately \$1,040,000 in sales in the first contract term. AEPA Member Agencies anticipate that purchase volumes will increase over the course of contract years two (2) through four (4). This information is provided as an aid to Respondents in preparing responses only. It is not to be considered a guarantee of volume under this RFP. The successful Vendor Partner's discount and pricing schedule shall apply regardless of the volume of business under the contract.

4. Voluntary Pre-Solicitation Conference Call AEPA will host a voluntary pre-bid conference call for any interested Bidders or potential Bidders. The conference call times are set in the following schedule for each of the four contiguous United States time zones. No pre-registration will be required. Recording of the conference call will be posted on the AEPA Website.

Voluntary Pre-Solicitation Conference Call Schedule (All RFP Categories)

Solicitations	Date	Eastern	Central	Mountain	Pacific
AEPA 025 Voluntary Pre-Bid Conference Call - All RFP Categories	January 23, 2025	12:00 PM	11:00 AM	10:00 AM	9:00 AM

Conference Call Number/Online Connection:

<https://us02web.zoom.us/j/89791218203?pwd=KsrVh7u1GUNTv1QgIDFcXp09yqnca4.1>

Meeting ID: 897 9121 8203

Passcode: 2i9Vhk

5. 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.

FEMA – Federal Emergency Management Agency. Federal agency coordinates mitigation for domestic disasters.

6. Product | Category Specific Specifications

Item	Description
6.1.1	Provide all labor, materials and equipment necessary to clean and restore the structure and contents.
6.1.2	Provide general instructional services at no added cost to Member Partner regarding fire and/or flood planning restoration with respect to the covered services.
6.1.3	Provide 24/7 response and service.
6.1.4	Perform a thorough physical survey and inspection to evaluate all damages to contents and structures including the presence of odor, water, and other water damages; in the event of a fire: odor, soot, ash and other fire elements. Member Partner Staff or representatives MUST be present during physical survey of each site.

Item	Description
6.1.5	Provide on-going digital photos and/or digital video as a baseline record and to document work progress.
6.1.6	Provide written/electronic scope of damages.
6.1.7	Provide a written/electronic detail itemized estimate of damages.
6.1.8	At own cost and expense, assume responsibility in accordance with all applicable laws, of any and all leaks or spills, and other emergencies occurring in connection with performance of covered services. If leaks or spills, including leaks or spills of hazardous substances, occur at the worksite that are not in connection with Vendor Partners performance of covered services, response to the leak or spills may be added as a covered service under the procedures provided.
6.1.9	Document and provide on-going periodic written/electronic reports including humidity readings, etc. Submit a sample of written/electronic reports with this proposal, labeled as Exhibit E in a pdf format.
6.1.10	Host daily briefings/meetings with Member Partner staff to communicate work progress, etc.
6.1.11	Provide daily reports with breakdown of all current resource utilization and anticipated daily needs and projected completion times. Submit a sample of daily reports with this proposal labeled as Exhibit F in a pdf format.
6.1.12	Provide to Member Partner, at completion of work, a written/electronic comprehensive final report with detailed information that summarizes all covered services provided by contractor and in sufficient detail to satisfy FEMA and insurance company requirements in order to maximize payment of claims and reimbursement of expenses
6.1.13	Provide itemized invoice of all charges in accordance with the scope of each project within 10 days of project completion.
6.1.14	Stabilize the environment to control moisture and dampness to prevent the growth of mold & mildew.
6.1.15	Evaluate the feasibility of restoring versus replacing damaged items to be reported to customer for determination.
6.1.16	Identify and tag all items that will be restored.
6.1.17	Provide documentation of damaged and non-restorable items.
6.1.18	Pack, transport, and store salvageable items.
6.1.19	Remove acidic smoke and soot from all surfaces, if applicable.
6.1.20	Provide security for the sites to prevent pilfering, theft or vandalism.
6.1.21	Complete fire, smoke, water and wind damage recovery and restoration.
6.1.22	Provide Project Management
6.1.23	Provide Monitoring Services
6.1.24	Provide Water Extraction and Moisture Control. Take immediate action to remove all traces of standing water.
6.1.25	Provide Microbial Remediation
6.1.26	Provide to Member Partner, at completion of work, a written/electronic comprehensive final report with detailed information that summarizes all covered services provided by contractor and in sufficient detail to satisfy FEMA and insurance company requirements in order to maximize payment of claims and reimbursement of expenses.
6.1.27	Stabilize the environment to control moisture and dampness to prevent the growth of mold and mildew.
6.1.28	Evaluate the feasibility of restoring versus replacing damaged items to be reported to customer for determination.
6.1.29	Provide documentation of damaged and non-restorable items.
6.1.30	Provide Media, Documents, Books, and Vital Records Recovery.

Item	Description
6.1.31	Provide Commercial Cleaning/Decontamination of Heating, Ventilation, and Air Conditioning (HVAC) Units and Ductwork, Drapes, Post Construction Cleanup, and Pre-Catastrophe Registration.
6.1.32	Provide service for biohazard incidents.
6.1.33	Building Deodorization/Odor Control – clean, dry, and deodorize all items and surfaces.
6.1.34	Provide floor/carpet cleaning.
6.1.35	Provide content cleaning and decontamination
6.1.36	Provide structural cleaning and restoration
6.1.37	Structure and Content Drying - Provide dry down methods to prevent and/or eliminate excess water including provision of temporary roof covering, as applicable.
6.1.38	Provide protective disinfection services, including wiping down of all horizontal & vertical services with EPA approved disinfectant, ULV fogging and post spray horizontal services.
6.1.39	Provide documentation on all consumable goods utilized on daily log.
6.1.40	Freight for this RFP will be FOB Destination, freight prepaid and added to invoice. The Vendor Partner will maintain risk on all product until the goods are received and inspected by the Buyer. The Vendor Partner will pay shipping costs and add the cost to the Buyers invoice.
6.1.41	All freight charges must be quoted to the Buyer prior to any purchase order being issued by the Buyer.
6.1.43	All product, equipment, supplies and related accessories must be delivered during normal hours of operation on weekdays, unless at the convenience of the Buyer and through mutual agreement with the Vendor Partner.
6.1.44	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.
6.1.45	Time and Material Agreement. Submit a sample of Time and Material Agreement with this proposal labeled as Exhibit G in a pdf format.

7. Pricing

AEPA has identified acceptable pricing methodologies that are to be utilized to submit pricing. Pricing strategy descriptions are found in Part A – AEPA Instructions and General Terms and Conditions. We request that the pricing response contain sufficiently detailed information to determine a realistic cost for AEPA member agencies. The Vendor Partner agrees that the cost for any item offered on this contract will be uniform for all states, and that any differences in pricing are due to state specific installation and labor costs, AEPA Member Agency's Administrative Fee, or other approved reasons. The respondent must provide their pricing as requested utilizing the various pricing methodologies specified. **The Vendor Partner must agree that they will offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume.**

AEPA is expecting pricing on the vendor's entire offering under the scope of this solicitation. Proposers are encouraged to offer optional pricing strategies ("Hot List", Volume discounts, Customized Price Lists,

Specials), and additional financing options.

For services, vendors may respond with a discount off labor and material costs. Labor must be sufficiently itemized by title and include total rate (salary and fringe). Material costs must be itemized. Any Vendor Partner awarded under a time and materials pricing strategy must provide a “not to exceed” project quote to the purchasing Agency for work approval.

AEPA requires that pricing be returned using the Part F Excel Forms provided, or in an Excel format that contains the information requested in Part F.

8. Part F - Pricing Workbook – Pricing shall be completed on the provided pricing sheets (Microsoft Excel Workbook) with the individual tables to be completed as follows:

- i. F.1 – State Multiplier & Time/Materials (Required)
- ii. F.2 – Volume Discounts (Optional)

- a. Pricing will be evaluated on a combination of items from all pricing schedules. Pricing evaluation may include other considerations, including the total cost of the acquisition and whether the Proposer’s offering represents the best value. See Evaluation, Approval and Award in Part A – Terms and Conditions for additional information.

9. Evaluation

The AEPA Committee for this category will evaluate proposals based on the entire response, and according to the criteria detailed in Part A for AEPA’s definition of Responsive and Responsible proposals. A recommendation may be made to recommend a single response, or to recommend multiple offers based on differentiation of product or service. AEPA will vote as a whole to accept or not accept a committee’s recommendation. Once accepted, each recommended response will go to the individual states for contract approval. Please note, pricing evaluation may include other considerations, including the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members’ needs.

Criteria	Yes/No
Complete Response to Solicitation	
Financial Viability	
Ability to provide good/services to 90% of participating agencies.	
Criteria	Points
Conformance to Terms and Conditions	5
Pricing EQUAL TO or BETTER THAN offered to individual entities or cooperatives with Equal or Lesser Volume	5
Quality and Suitability of Products, Services & Solutions Offered	6
Marketing Plan	7
Demonstrated Track Record of Performance in the Public Marketplace (may include reference checks)	5
Value Added Attributes	5
Demonstrated Safety and Compliance	5
Evidence of smooth contract implementation and customer transition	6

Demonstration of Performance Capability	5
Total Score - Technical	49
Cost Evaluation	51
Total Scores	100

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Association of Educational
PURCHASING AGENCIES

Part - Exceptions & Deviations

AEPA 025.5

Disaster Recovery Services

Instructions

Use this form to submit any exceptions or deviations to any terms and conditions requested in this solicitation. Please use the numbering system in the solicitation to refer to the term or condition for which you are providing alternative language. AEPA reserves the right to accept, deny, or negotiate terms and conditions acceptable to both parties. If you have no exceptions or deviations, you may leave the form blank or write "none" in the tables.

Submit this form with your response.

Company Information

Name of Company: _____

Company Address: _____

City, State, zip code: _____

Title: _____

Phone: _____

Email: _____

Exceptions

Instructions:

1. Mark "No" or "Yes" with an "X" below.
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 company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

<input type="checkbox"/>	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
<input type="checkbox"/>	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception

Deviations

Instructions:

1. Mark "No" or "Yes" with an "X" below.
2. 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.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
	Yes , this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation

Part E – Signature Forms

AEPA 025.5-B

Disaster Recovery Services

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines may lead AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E – Signature Forms – Name of Responding Company" (i.e. one PDF document for all signature forms).
4. Submit Part E, along with other required documents in Bonfire.

*Note, a solicitation checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as **one (1), single PDF** titled "Part E – Signature Forms – Name of Responding Company".

Uniform Guidance "EDGAR" Certification Form – *signature required

Solicitation Affidavit – *signature required

Acceptance of Solicitation & Contract – *signature required

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

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

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

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

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	<u>Respondent Certification:</u> YES, I agree	Initial
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		
13. Governing Law; Forum Selection.		

Name of Business

Signature of Authorized Representative

Printed Name

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Authorized Representative (Please print or type)

Mailing Address

Title (Please print or type)

City, State, Zip

Signature of Authorized Representative

Date



Association of Educational
PURCHASING AGENCIES

Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	_____	Date	_____
Address	_____	City, State Zip	_____
Contact Person	_____	Title	_____
Authorized Signature	_____	Title	_____
Email	_____	Phone	_____

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2026 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

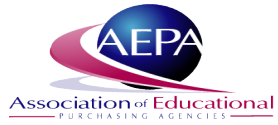
Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)	3/1/2025	Or

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their **specified/required format**, by the due date and time listed for this solicitation. **Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.** Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Bonfire <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
	Bid Bond – if Required, see Part A if applicable.	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
	Part E – Signature Forms – Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance "EDGAR" Certification • Solicitation Affidavit • Acceptance of Solicitation & Contract 	Single, Scanned PDF	Required. Signatures required.
	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
	Price List and/or Catalog – Name of Responding Company	Upload PDF	Required.
	Exhibit A – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created



Part F.1 – State Multiplier & Time and Material Rates

AEPA #025.5 Disaster Recovery Services

Bidding Company Name: Enter company name here

INSTRUCTIONS: For each of the states listed below provide your multiplier/factor (wage and transportation) to be applied to the *Net Effective Bid Pricing (shown in F.1)* provided to arrive at the individual AEPA state price for each item. Complete all tables on this form, including all cost factors and service rates for installation services, if provided.

Part F.1 is a REQUIRED FORM

Wages - Percentage added to the Catalog

Project types	CA State Multiplier	CO State Multiplier	CT State Multiplier	FL State Multiplier	GA State Multiplier	IN State Multiplier	IA State Multiplier	IL State Multiplier	KS State Multiplier	KY State Multiplier	MA State Multiplier	MI State Multiplier	MN State Multiplier	MO State Multiplier
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Non-prevailing wage project:														
Prevailing wage project:														
Davis Bacon wage project:														

Project types	NE State Multiplier	NJ State Multiplier	NM State Multiplier	ND State Multiplier	OH State Multiplier	OR State Multiplier	PA State Multiplier	SC State Multiplier	TX State Multiplier	VA State Multiplier	WA State Multiplier	WV State Multiplier	WI State Multiplier	WY State Multiplier
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Non-prevailing wage project:														
Prevailing wage project:														
Davis Bacon wage project:														

Product Description	Unit of Measure	Bid Price	Comments
Service/Labor Rates			
	Per Hour	\$ -	
	Per Hour	\$ -	
	Per Hour	\$ -	
	Per Hour	\$ -	
	Per Hour	\$ -	
	Per Hour	\$ -	
	Per Hour	\$ -	
	Per Hour	\$ -	
	Per Hour	\$ -	
	Per Hour	\$ -	
	Per Hour	\$ -	
	Per Hour	\$ -	
	Per Hour	\$ -	
	Per Hour	\$ -	
Equipment [Rental] Rates			
	Per Hour	\$ -	
	Per Hour	\$ -	
	Per Hour	\$ -	
	Per Hour	\$ -	
	Per Hour	\$ -	
	Per Hour	\$ -	
Other			
	Per Hour	\$ -	
	Per Hour	\$ -	
	Per Hour	\$ -	
	Per Hour	\$ -	

	Per Hour	\$	-	
	Per Hour	\$	-	



Additional Discount for One Time Purchase or a Group of Local Agencies in a Geographic Area Combining Requirements (Estimate Annual Spend):

[illegible]

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EXHIBIT _____

REQUESTS FOR CLARIFICATIONS FORM – PAGE 1

Pursuant to Paragraph _____ of the IFB:

ANY ISSUES THAT A BIDDER MAY HAVE WITH REGARD TO THE LEGAL OR TECHNICAL TERMS OF THE INVITATION FOR BIDS MUST BE RAISED IN THE QUESTION PERIOD AND RESOLVED *BEFORE* THE SUBMISSION OF A PROPOSAL. ACCEPTED BIDS WILL BE SUBJECT TO THE TERMS CONTAINED HEREIN AND IN THE CORE FORMS OF AGREEMENT ATTACHED AS EXHIBIT _____.

IF A BIDDER HAS A FORM OF AGREEMENT, LICENSE AGREEMENT OR OTHER TERMS AND CONDITIONS THAT ARE INTENDED TO BE PART OF THE BID, THE BIDDER SHOULD SUBMIT SUCH AGREEMENT OR TERMS AND CONDITIONS DURING THE QUESTION PERIOD AND ASK IF THEY ARE ACCEPTABLE.

PLEASE NOTE: 1) THIS FORM IS *NOT* TO BE CONSIDERED AS A REQUIREMENT TO SUBMIT ALTERNATE “OR EQUAL” PRODUCTS FOR PRIOR APPROVAL. 2) ANY REQUESTED MODIFICATIONS RESULTING TO A MATERIAL CHANGE IN THE TERMS AND CONDITIONS WILL RESULT IN A FORMAL ADVERTISED ADDENDUM ISSUED TO ALL BIDDERS.

ANY REQUEST FOR MODIFICATION NOT RESULTING IN A FORMAL ADDENDUM IS DEEMED TO BE REJECTED.

FINAL BIDS CONTAINING MATERIAL DEVIATIONS *WILL* BE REJECTED.

If the Bidder seeks to request consideration of forms of agreement, license agreements or to modify core terms and conditions of the specifications or other criteria contained in this IFB and any addenda, they must be clearly stated below and on separate pages if necessary and attached to this page to be returned with your proposal.

I have read and understand the Requests for Clarifications Form. Please check one box below.

☐ **I AM** requesting clarifications to this IFB.

☐ **I AM NOT** requesting clarifications to this IFB.

Company Name _____

Authorized Signature _____

Company Address _____

Printed Name _____

Title _____

Telephone _____

REQUESTS FOR CLARIFICATIONS FORM – PAGE 2

**REQUESTED MODIFICATIONS, CLARIFICATIONS OR DOCUMENTS TO BE CONSIDERED
ARE NOTED AS FOLLOWS:**

Please attach copies of any documents to be considered.

Exceptions also noted on the _____.

REQUESTS FOR CLARIFICATIONS FORM – PAGE 1

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Exceptions also noted on the _____.

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Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
New Jersey State Specific Documents	File Type: PDF (.pdf)	Multiple	Optional	
Exceptions & Deviations	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Required	
AEPA Part D Questionnaire (Q-12AG)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can



Name	Type	# Files	Requirement	Instructions
				be downloaded from the project listing on the Bonfire portal.
Part E Signature Forms	File Type: PDF (.pdf)	1	Required	
Part F Discount Pricing Workbook	File Type: Excel (.xls, .xlsx)	1	Required	
Exhibit A - Marketing Plan	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	1	Required	
I acknowledge that I have downloaded all supporting documentation #1-6, along with my corresponding category documentation.	Data Type: Yes/No	N/A	Required	
Supporting Information	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx,	Multiple	Optional	



Name	Type	# Files	Requirement	Instructions
	.bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)			

Requested Documents:

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

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

Requested Data:

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

Requested Questionnaires:

The Questionnaire Response Templates can be obtained at <https://aepacoop.bonfirehub.com/opportunities/166904>.

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

2. Upload your submission at:



<https://aepacoop.bonfirehub.com/opportunities/166904>

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **Feb 13, 2025 1:30 PM EST**.

The Question period for this opportunity starts Jan 08, 2025 1:00 PM EST. The Question period for this opportunity ends Feb 03, 2025 6:00 PM EST. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Feb 13, 2025 1:30 PM EST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

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

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

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

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

Need Help?

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