

SUPERINTENDENT'S REPORT AND AGENDA

Regular Meeting of the Board of Education
Independent School District No. 280, Richfield, Minnesota

Richfield Public Schools *inspires* and *empowers* each individual to learn, grow and *excel*

Monday, December 21, 2020
7:00 p.m. School Board Meeting

- I. CALL TO ORDER
- II. REVIEW AND APPROVAL OF THE AGENDA
- III. INFORMATION AND PROPOSALS -- NON-ACTION ITEMS
 - A. Public Comment
 - B. Superintendent Update
 - 1. December Update – Pandemic & Instructional Changes
 - 2. RMS Presentation
 - 3. World's Best Workforce Report
 - 4. Staffing Report
 - C. Commendation
- IV. CONSENT AGENDA
 - A. Routine Matters
 - 1. Minutes of the regular meeting held December 7, 2020
 - 2. General Disbursements as of 12/14/20 in the amount of \$1,031,635.25
 - B. Personnel Items
- V. OLD BUSINESS
 - A. Policy 407 – Leaves of Absence & Policy 481 – Leaves of Absence for Classified Personnel
 - B. Policy 113 – Bullying Prohibition
 - C. Policy 709 - Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System & Administrative Guideline 709.1
 - D. Policy 715 – Purchasing & Administrative Guideline 715.1
 - E. Legislative Platform

VI. NEW BUSINESS

A. Resolution Designating Polling Places for 2021

B. Pay Equity Compliance Report

C. STEM Change Orders #29 & #30

D. Sheridan Change Order #19

E. RMS Change Order #12

F. RHS Change Orders #43 - #47

G. Centennial Change Order #17

H. RHS Façade Project Request

I. Paraprofessional Contract 2020-2022

J. Donations

VII. ADVANCE PLANNING

A. Legislative Update

B. Information and Questions from Board

C. Future Meeting Dates

1-4-2021	7:00 p.m.	Regular Board Meeting
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1-19-2020	7:00 p.m.	Regular Board Meeting - Public Comment
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D. Suggested/Future Agenda Items

VIII. CLOSED SESSION AS ALLOWED BY MINNESOTA STATUTE 13D.03 FOR
LABOR NEGOTIATIONS STRATEGY

IX. REOPEN MEETING

X. ADJOURN REGULAR MEETING

**INFORMATION AND PROPOSALS –
NON-ACTION ITEMS**

Agenda Item III.B.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, December 21, 2020

Subject: Superintendent Update

(Superintendent Unowsky provides information on the pandemic and recent updates in the district. Staff members from Richfield Middle School provide a presentation. Assistant Superintendent Daniels provides an overview of the 2020 World's Best Workforce report. Chief HR & Administrative Officer Holje provides a staffing report.)

Attached:

December Update
RMS Presentation
World's Best Workforce Report
Staffing Update

Enriching and accelerating learning



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December Update

Enriqueciendo y acelerando el aprendizaje

Pandemic Status Update



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- Current Hennepin County case rate is 100.1 per 10,000. Guidance continues to suggest distance learning at all levels.
- Current Richfield case rate is 113.7 per 10,000.
- RPS has not had any confirmed positive cases within school or district buildings since the district moved to full distance learning.
- Minnesota has not seen a post-Thanksgiving COVID-19 surge, and infection rates are on a downward trajectory.

Assessing Possible Moves to Hybrid or In-Person: Special Education

- Case managers are currently collecting data to determine which scholars/families need additional support in our current distance learning model.
- We are using a tiered approach which includes looking at multiple data points. Every building Special Education Lead is leading a special education data meeting weekly to determine individual student supports which may include a variety of supports such as increased synchronous time, materials delivered to the home, etc.
- Special education is planning to have some students return to the evolved hybrid learning model or an in-person model with a tentative start date of January 18, 2021 (**tentative** - based on available staffing and plan for all students).

Assessing Possible Moves to Hybrid or In-Person: Athletics

- MSHSL had created three proposed models for opening athletics, depending on whether or not the Governor's order would be continued.
 - Model 1: Practices start 12/21/20, games/meets start 1/4/21
 - Model 2: Practices start 1/4/21, games/meets start 1/11/21
 - Model 3: Practices start 1/18/21, games/meets start 1/25/21
- Governor Walz announced Wednesday 12/16 the ability to begin practices on 1/4/21 (Model 2)
- RPS tentatively plans to begin socially distanced, masked practices on 1/4/21, contingent on continued stability of case rates.

Assessing Possible Moves to Hybrid or In-Person: Schools

- Regardless of any potential changes to available models, the distance learning option will remain a choice for families.
- Extending the PreK-12 distance period through at least 1/18/21.
- Meeting with Education Richfield on 1/4/21 to review case rates and possible next steps.
- Based on updated guidance from MDE, expecting to transition some or all elementary students back to hybrid or in-person model after 1/18/21.
 - Additional safety elements of hybrid program will include face mask and face shield (both) required for staff
 - COVID testing available on site for staff every two weeks
- Secondary students will remain in distance learning model for now.
- The next board meeting will include an update on case rates and more detailed plans for moving elementary to the hybrid or in-person model.

- Distance learning PD took place November 23 & 24
- RMS & RHS schedules were updated to provide additional synchronous time
 - RMS schedule previously had 2 advisory days per week, and each academic class had 1 synchronous lesson and 1 asynchronous lesson per week.
 - New RMS schedule includes 1 advisory day per week. Each academic class now has 2 synchronous lessons per week.
 - RHS schedule added 30 minutes of synchronous time onto every academic class to be used to reinforce learning and support struggling students. RHS teachers also now have scheduled grade level team meetings each week to collaboratively problem-solve.

Secondary Course Fail Rates

RPS is experiencing challenges with high fail rates in the secondary level due to the pandemic. News stories have suggested that in school districts across the state, current year fail rates are three times higher than previous years. **THIS PAGE WILL BE UPDATED AGAIN BEFORE THE BOARD MEETING**

RHS students currently failing 1 or more classes: **50%**

(RHS initial data pull on 11/18 was 57%; End of semester 1 last year was 24%)

RMS students currently failing 1 or more classes in Quarter 2: **45%**

(RMS initial data pull for quarter 1 on 11/12 was 53%; Decreased to 37% on 12/1/20 for quarter 1; End of quarter 1 last year was 21%; End of quarter 2 last year was 27%)

An attendance/engagement team has been meeting regularly with building leaders to analyze data and enact solutions.

Secondary Attendance and Course Pass Rates: Solutions

RHS:

- Softened the language in automated messages that go out when students are absent – more welcoming, less punitive
- Implemented individual student interventions & assigned staff “case managers” to students who are struggling
- Working on a process to provide RHS students with academic credit for work experiences so they can reduce their school course loads (lengthy process as it requires a work credit coordinator)

RMS:

- Implemented training and follow up with teachers on decluttering their gradebooks and prioritizing core assignments (used an equity lens)
- Instituted SPELL time for classroom teachers to collaborate with SPED and ELL teachers on student accommodations and modifications
- Began sending automated emails to families each week that detail student progress and any missing assignments

Celebrations/Happenings & Coming Up

- Kindergarten Kickoff & Preschool Preview took place virtually on 12/15
- Parent/Family Webinar Series
 - Parenting in a Pandemic: The Many Faces of Stress (Dec. 14)
 - Staying Engaged in Learning and Work: The Science of Motivation (Dec. 17)
 - Connected: How to Show Up For Your Kids in the Digital Age (Dec. 30)
- Winter Break: 12/23/20 – 1/1/21

Enriching and accelerating learning



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Questions/Comments

Enriqueciendo y acelerando el aprendizaje

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Richfield Middle School
Equity: Moving from Words to Action

December 21, 2020

Enriqueciendo y acelerando el aprendizaje





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AGENDA

1. Equity in Action from a Teacher Lens
2. Equity in Action from a Student Lens
3. Beacons Boys and Girls Club



**A Quote from Dr. Yvette Jackson, Ed.D.,
CEO, National Urban Alliance for Effective
Education**



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“When people are valued for their potential, tools and opportunities are expressly created to mine for that potential and to eradicate hindrances.”



Equity in Action from the Teacher Lens



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- Monthly Equity PD facilitated by Dr. Natalie Rasmussen from Minnesota Mankato University
- Reviewing student academic data
- PLC conversations using student artifacts
- Collegial conversations about how students are processing information that will show what they know.
- Review and implementation of new texts that are about and/or by authors who reflect our student demographics
 - Example: Replaced *The Outsiders* novel with a collection of memoirs written by authors such as John Lewis, Guadalupe Garcia McCall, etc.





- Advisory/Advisory Lessons
 - 1:1 Check-ins
 - Academic Moves
 - Social and Emotional Lessons
 - College and Career Readiness Enrichment Activities
- Student Racial Affinity Groups and LGBTQ Group



Beacons/Boys and Girls Club Update



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- Started online after school programming on October 5, 2020
- Number of students enrolled: 50 Average number of weekly participants (20-25)
- Programs are available to all RMS students (Free) with parent/guardian consent
- Program run Monday-Friday starting at 4p
- Specific Groups or Activities:
 - SMARTIES (Girls' Group)
 - Spartans Stars (Leadership Group)
 - Sportz & Wellness
 - Boxing Academy
 - Creative Expression Workshop(Writing and Art)
 - Math Motivators (Math Tutoring)
 - Fun Friday (Fun Group Activity)
 - Power Hour 5p-6p



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R

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Thank you!

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World's Best Workforce

Annual Report

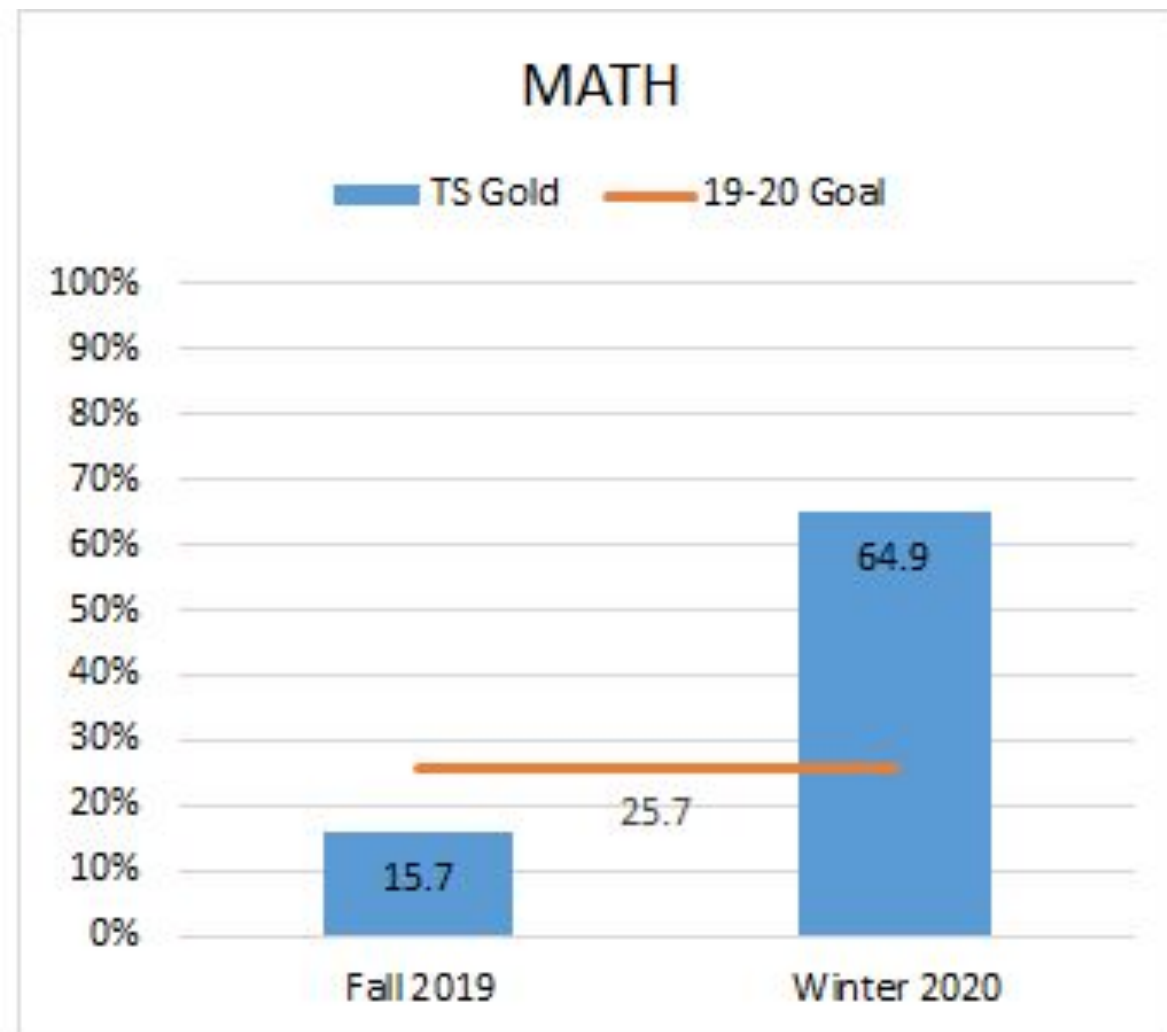
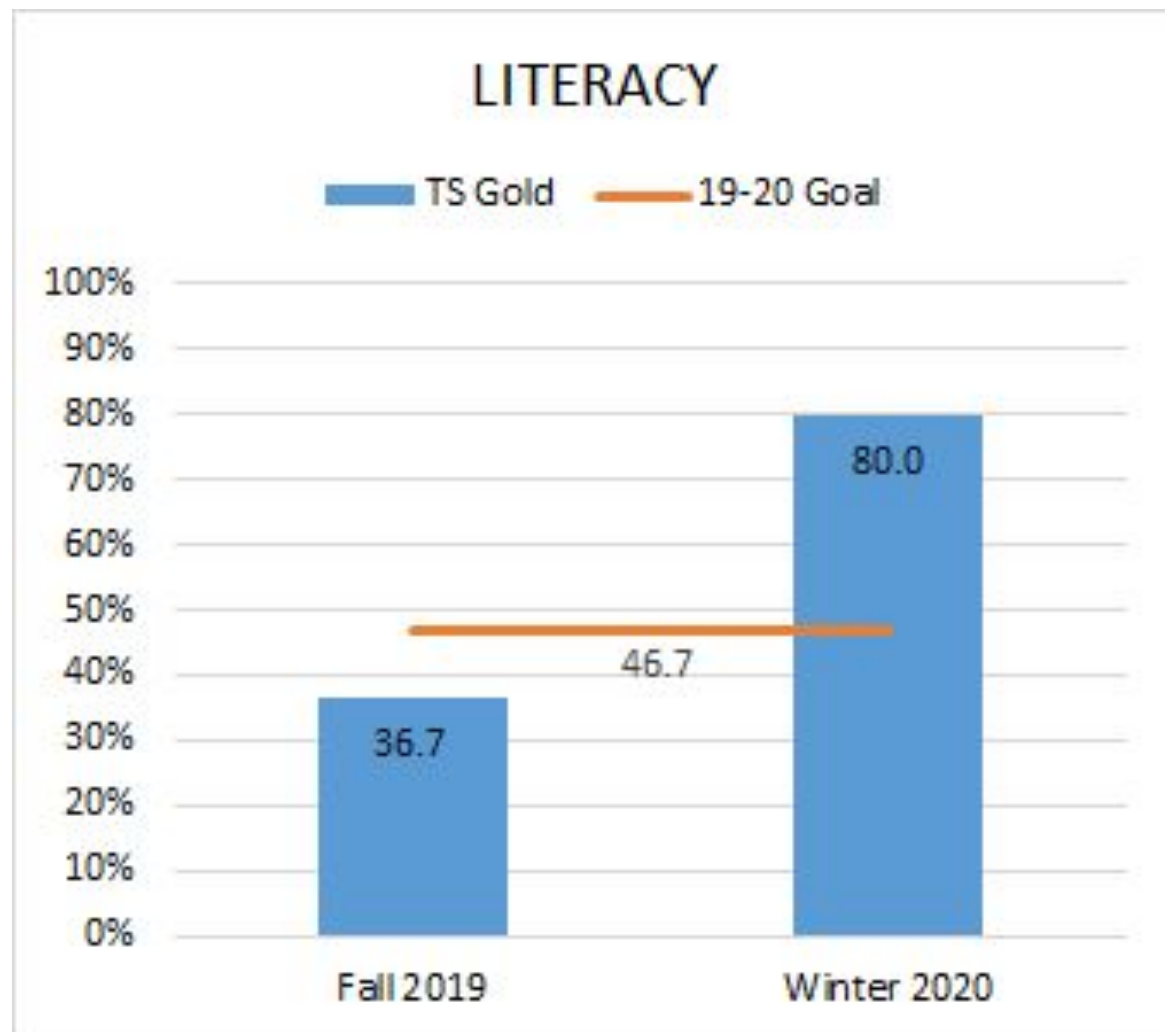
December 21, 2020

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Kindergarten Readiness



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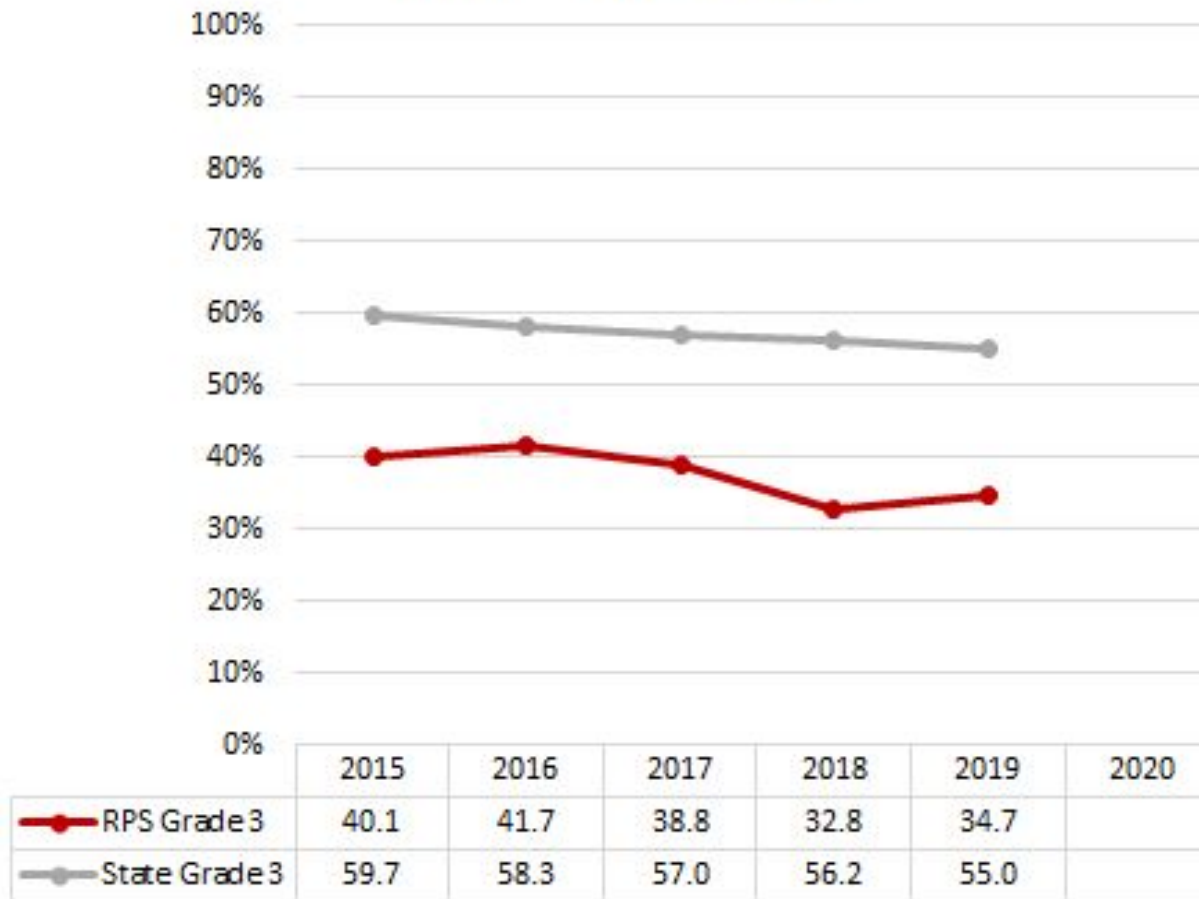


3rd Graders Reading at Grade Level



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Grade 3 Reading All Accountability Assessments
Proficiency Trend Data

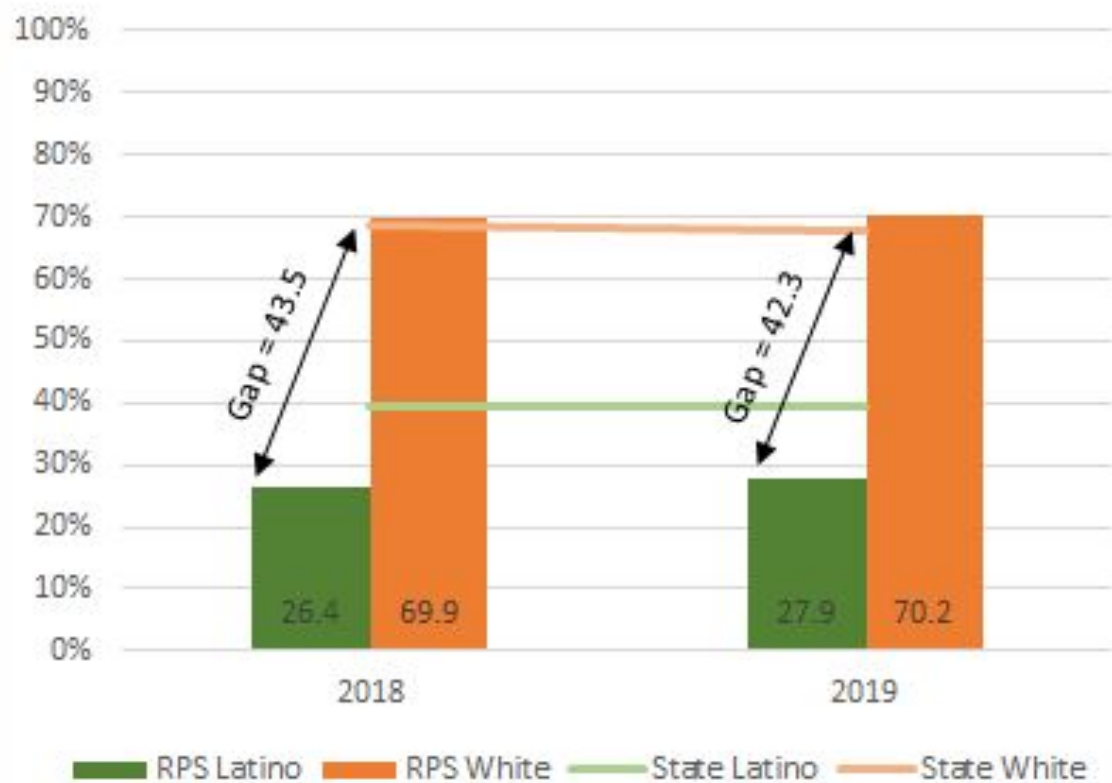


Closing Achievement Gaps in Student Groups

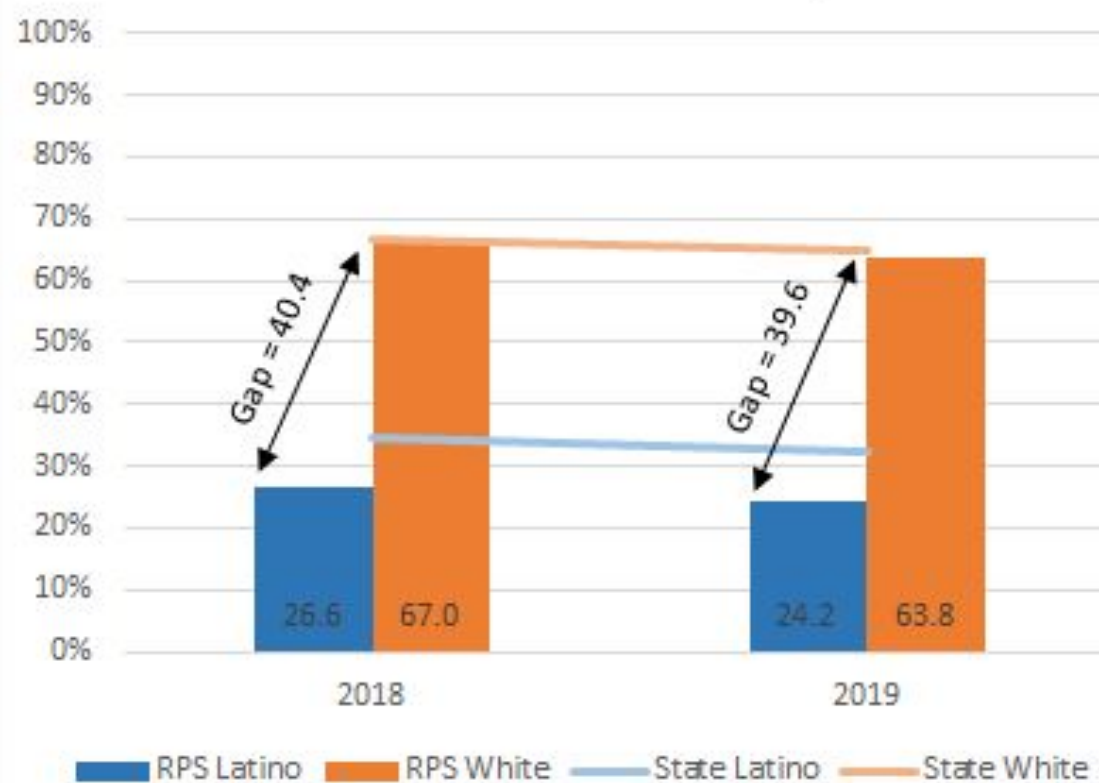


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**MCA READING Achievement Gap
Latino & White Proficiency**



**MCA MATH Achievement Gap
Latino & White Proficiency**

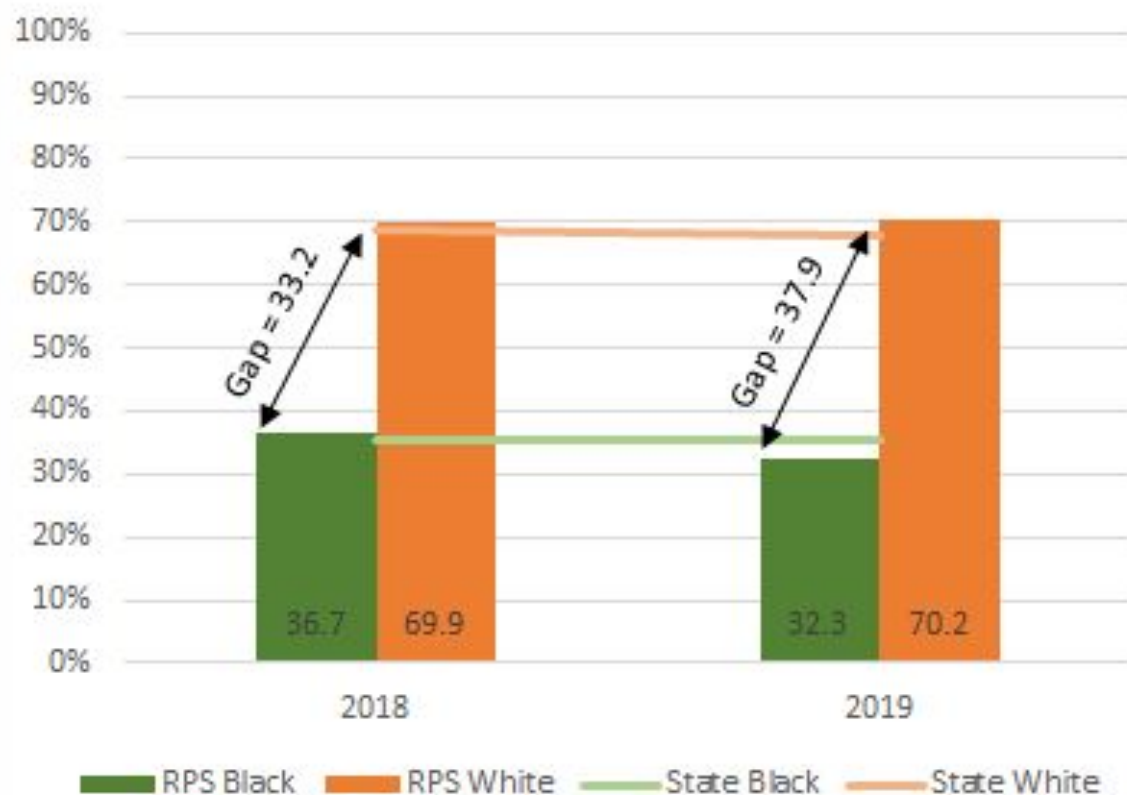


Closing Achievement Gaps in Student Groups

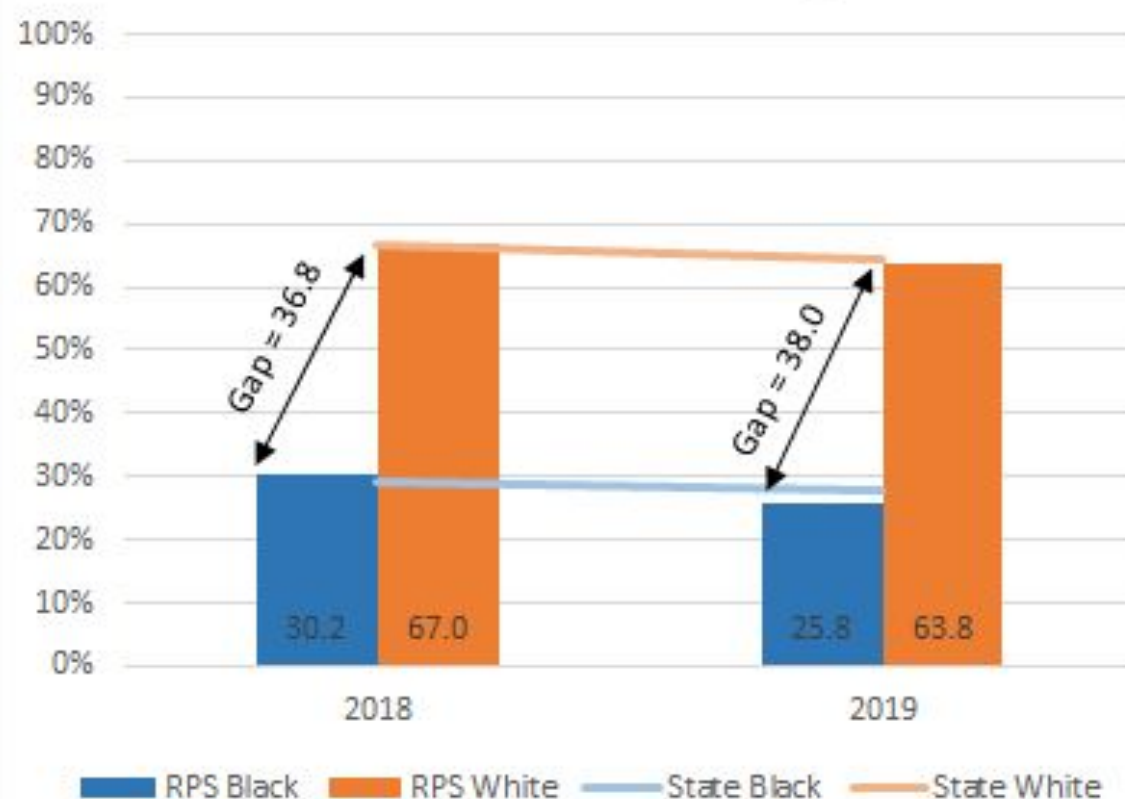


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**MCA READING Achievement Gap
Black & White Proficiency**



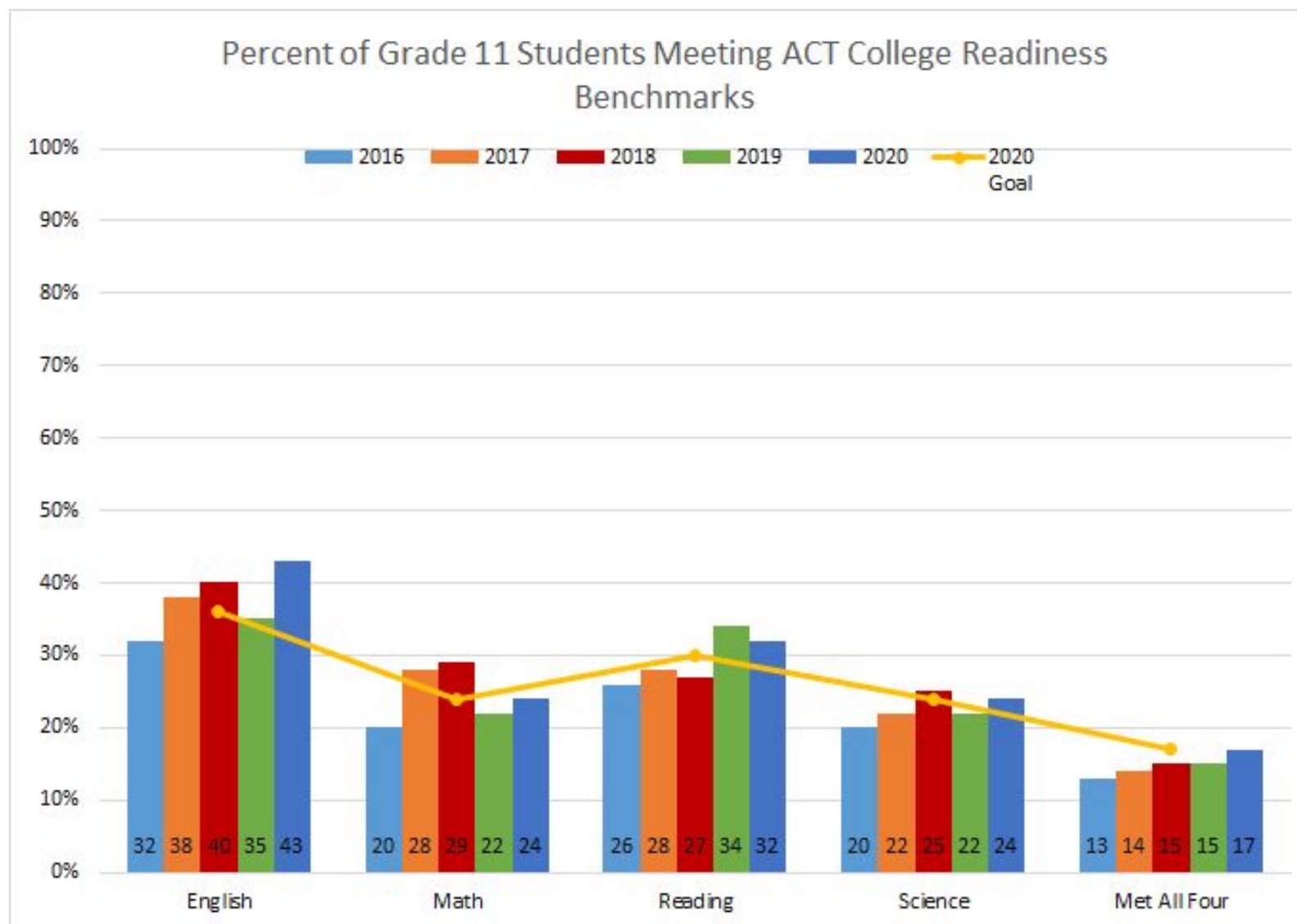
**MCA MATH Achievement Gap
Black & White Proficiency**



College and Career Readiness of All Students



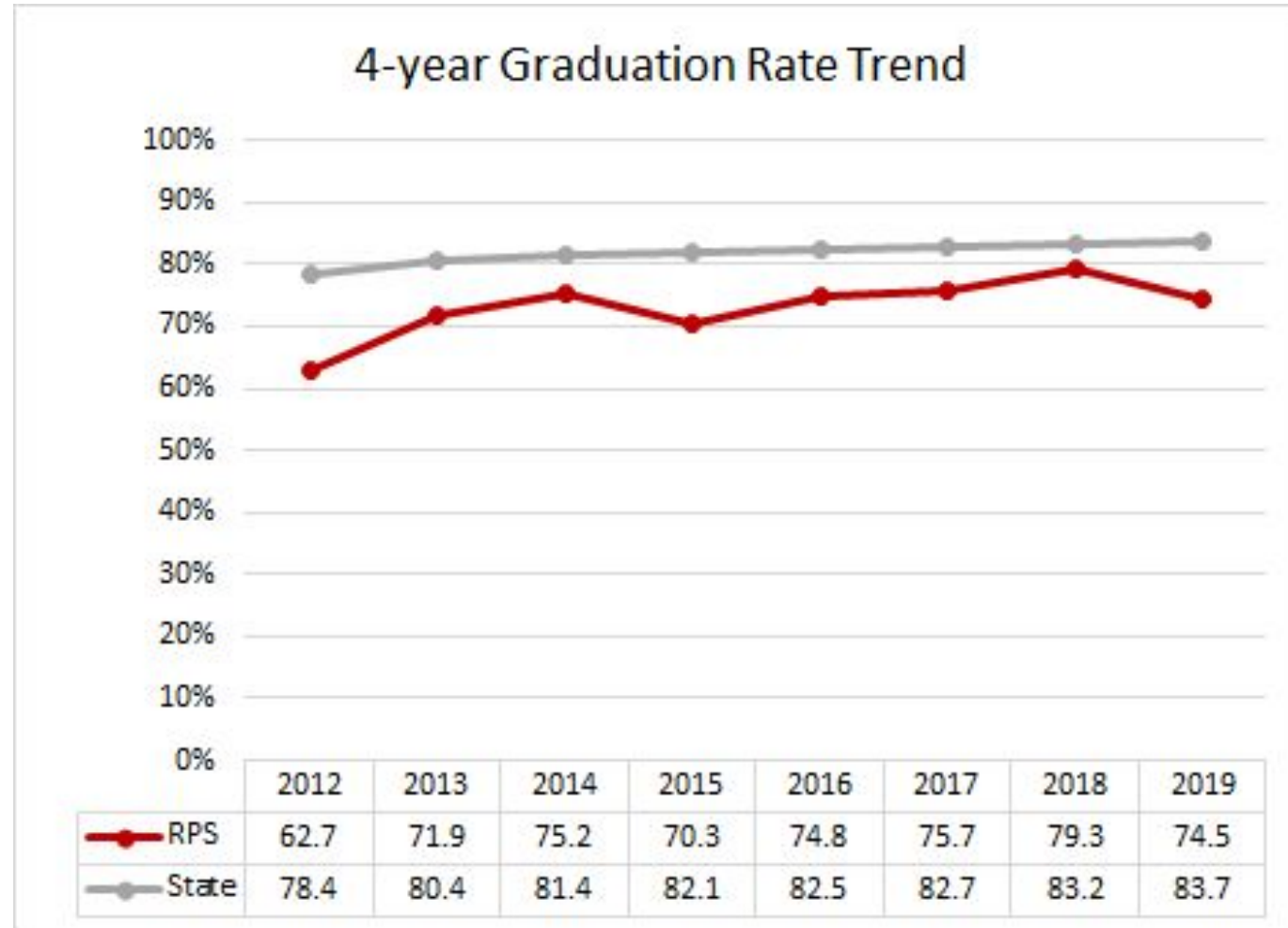
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All Students Graduate



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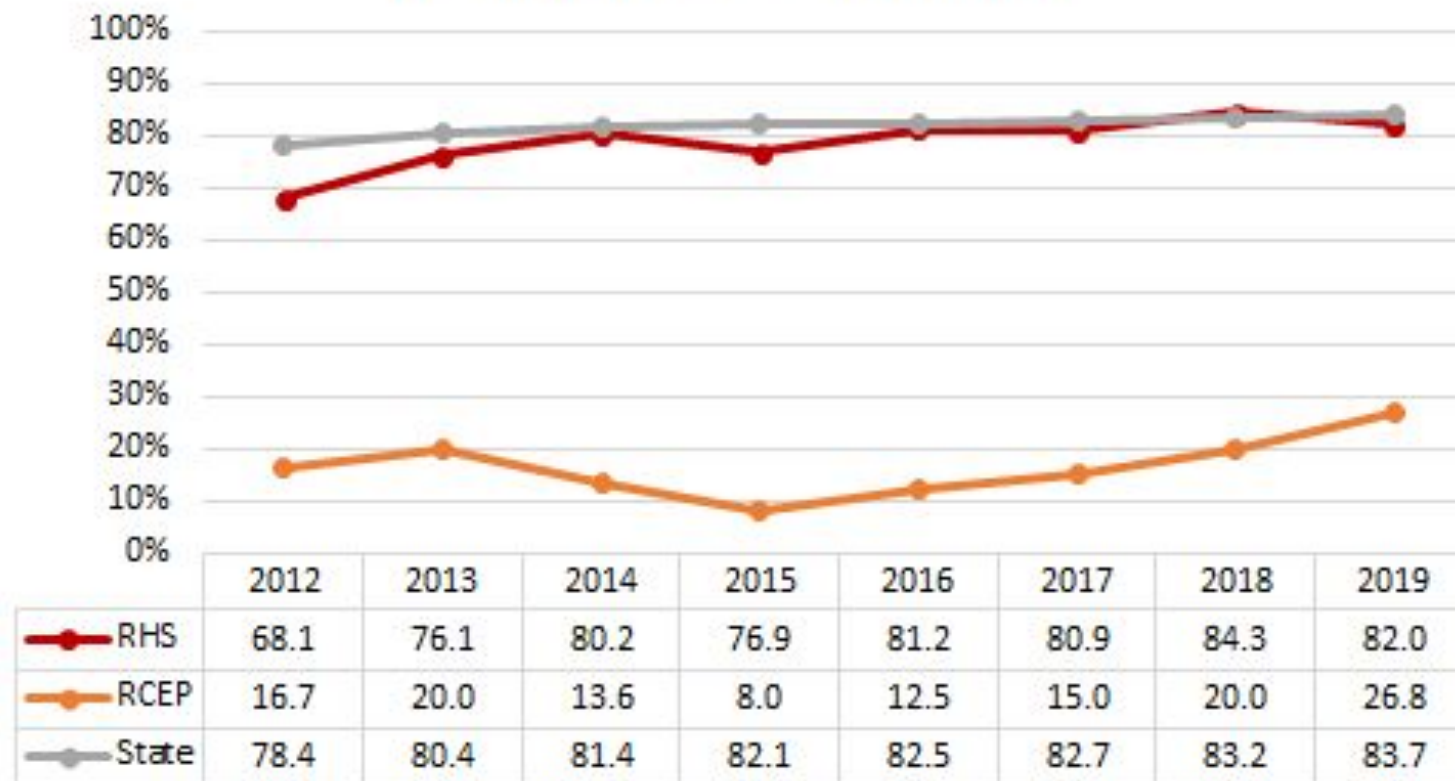
19-20: RCEP's graduation rate increased by 6.8%.

All Students Graduate



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4-year Graduation Rate Trend
by Secondary School/Program



Closing Thoughts and Questions



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Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, December 21, 2020

Subject: Staffing Report – October 2020

Craig Holje, Director of Human Resources, will review the October 2020 Staffing Report.

Background Information

(Prepared by Craig Holje)

The staffing report lists all full time and part time employees with the exception of board members, reserve teachers, community education teachers, non-public employees and casual employees who work for short periods of time in seasonal positions.

The report indicates that there are 646 employees or 598.2948 full time equivalent (FTE) positions in Richfield Public Schools in October 2020. This represents a decrease of 17.4947 FTE positions from October 2017.

STAFFING REPORT

**OCTOBER
2020**

RICHFIELD PUBLIC SCHOOLS

COUNT OF EMPLOYEES BY DEPARTMENT AND LOCATION													
Location													
Job Classification	Centennial	Central	District	Garage	Middle	Multi-Building	RCEP	RDLS	RSTEM	SEC	Senior High	Sheridan	Grand Total
Adminstration	1	1	16		3			1	1		4	1	28
Classified Mang.		2	9										11
Facilities & Transport	3	2	6	35	7			2	7		11	2	75
Facilities & Transportation			2			2							4
Food & Nutrition	4				5	1		2	6		7	2	27
Mgmt. & Admin. Support Prof.	1	2	12		2		1	1	1		5	1	26
Outreach Workers	2	3	3		2			1	1		1	1	14
Paraprofessional	14	11	9		12	1		8	15	5	15	14	104
Registered Nurse					1								1
Student Engagement Spec.	1				1			1	1				4
Teacher	37	20	8		65	11	6	36	52	6	72	38	352
Grand Total	63	41	65	35	98	15	7	52	84	11	115	59	646

Richfield Public Schools 2020-2021 FTE Summary

[illegible]

Fac/Transportation Dispatcher				1.0000									1.0000
Fac/Truck Driver			1.0000										1.0000
Fac/Bus Driver/Building Clr						1.0000							1.0000
Fac/Laundry Worker/Bus Driver						1.0000							1.0000
Fac/Warehouse			1.0000										1.0000
Safe Route To School Coord			0.7000										0.7000
Facilities & Transportation Total	3.0000	2.0000	7.7000	23.2063	7.0000	2.0000	0.0000	2.0000	7.0000	0.0000	11.0000	2.0000	66.9063
Food & Nutrition													
Kitchen Assistants	0.8750				2.7063	0.5000			2.2875		2.3375		8.7063
Kitchen Manager	1.0000				1.0000			1.0000	1.0000			1.0000	5.0000
Kitchen Production Cook	0.8750							0.9375	0.7500		1.8750	0.8125	5.2500
Kitchen Production Manager											1.0000		1.0000
Food & Nutrition Total	2.7500				3.7063	0.5000		1.9375	4.0375		5.2125	1.8125	19.9563
Health Resource													
Health Resource Staff			1.0000										1.0000
Health Resource Total	0.0000	0.0000	1.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	1.0000
Mgmt. & Admin. Support Prof.													
Admin Assist 1 - 12 Month							0.7500						0.7500
Admin Assist 2 - 11 Month			1.0000		1.0000						1.0000		3.0000
Admin Assist 2 - 12 Month			3.0000										3.0000
Admin Assist 3		2.0000	4.0000										6.0000
Admin Assist 3 - 10 1/2 Month	1.0000												1.0000
Admin Assist 3 -10 1/2 Month								1.0000				1.0000	2.0000
Admin Assist 3 -11 Month					1.0000				1.0000		3.0000		5.0000
Admin Assist 4											1.0000		1.0000
Management Assistant			3.0000										3.0000
Mgmt. & Admin. Support Prof. Total	1.0000	2.0000	12.0000		2.0000		0.7500	1.0000	1.0000		5.0000	1.0000	24.7500
Outreach Workers													
Outreach(Community/Family)			1.0000										1.0000
Outreach-Bilingual	1.6000	2.5000	1.5000		2.0000			1.0000	1.0000		1.0000	1.0000	11.6000
Outreach Workers Total	1.6000	2.5000	2.5000	0.0000	2.0000	0.0000	0.0000	1.0000	1.0000	0.0000	1.0000	1.0000	12.6000
Paraprofessional													
Para Campus Sup					1.0000								1.0000
Para Clerical			1.0000		1.9375	0.9250			1.5795		2.2910	1.0000	8.7330
Para Clerical/Mang									0.6563				0.6563
Para Health Assistant	0.9375		0.3500					0.8800	1.0000			0.8750	4.0425
Para Inst/Mang												0.3750	0.3750
Para Instructional											0.9219	0.8750	1.7969
Para Instructional Hq	2.5000	5.7500						1.6962	0.8125			1.8750	12.6337
Para Managerial	0.5675	0.6313	0.3438					1.3538	0.3438		0.7913	0.3438	4.3750
Para Security Monitor											2.0000		2.0000
Para Spec Ed Hq	6.6560	2.5313	1.6250		7.8115			2.5000	7.7180	4.5938	5.9670	5.7500	45.1525
Para Tech Support			4.0000										4.0000
Paraprofessional Total	10.6610	8.9125	7.3188		10.7490	0.9250		6.4300	12.1101	4.5938	11.9711	11.0938	84.7648
Registered Nurse													
Nurse(Registered)					1.0000								1.0000
Registered Nurse Total					1.0000								1.0000
Student Engagement Spec.													
Student Engagement Specialist	0.9375				0.9375			0.9375	0.9375				3.7500
Student Engage Spec. Total	0.9375				0.9375			0.9375	0.9375				3.7500

Teacher													
Adaptive Phy Ed						3.0000							3.0000
Art	0.6000				1.0000			0.8000	1.0000		3.3600	0.8000	7.5600
Band Music					1.0000						1.0000		2.0000
Computer Literacy Instr									1.0000				1.0000
Counselor					2.0000		1.0000				4.0000		7.0000
Dean Of Students									1.0000				1.0000
Digital Learning Coach			1.0000										1.0000
Early Child Family Educator		0.7500											0.7500
Early Child Parent Educator		0.5000											0.5000
Early Child./Spec.Ed.		10.0000											10.0000
Early Learning Parent Ell		0.3375											0.3375
English As A Second Lang	4.0000				4.0000	2.0000		2.0000	3.0000	1.0000	3.0000	1.0000	20.0000
Esl/Spanish					1.0000								1.0000
Family Consumer Science											2.0000		2.0000
Global Lang/French											1.0000		1.0000
Global Lang/German											2.0000		2.0000
Global Lang/Spanish					3.0000						2.5200		5.5200
Grade 1	3.0000								5.0000			3.0000	11.0000
Grade 1 Dual Language								4.0000					4.0000
Grade 2	4.0000								4.0000			4.0000	12.0000
Grade 2 Dual Language								2.0000					2.0000
Grade 3	3.0000								5.0000			3.0000	11.0000
Grade 3 Dual Language								4.0000					4.0000
Grade 4	2.0000								4.0000			3.0000	9.0000
Grade 4 Dual Language								4.0000					4.0000
Grade 4/5									1.0000				1.0000
Grade 5	3.0000								3.0000			3.0000	9.0000
Grade 5 Dual Language								3.0000					3.0000
Grade 6					8.0000								8.0000
Industrial Tech											1.0000		1.0000
Instructional Coach					1.0000			1.0000	1.0000		1.0000		4.0000
Instructional Coach/Math Inter						1.0000							2.0000
Kindergarten	3.0000								6.0000			4.0000	13.0000
Kindergarten Dual Lang								4.0000					4.0000
Language Arts					5.0000		1.0000				5.0000		11.0000
Language Arts Dual Immersion											1.0000		1.0000
Literacy Coach			2.0000									1.0000	3.0000
Literacy Intervention	1.0000							1.0000	2.0000				4.0000
Literacy/Math Intervention	1.0000												1.0000
Marketing/Business											1.0000		1.0000
Math Interventionist								1.0000	1.0000		1.0000		3.0000
Mathematics					7.0000		1.0000				5.3500		13.3500
Mathematics Dual Lang											1.0000		1.0000
Media	1.0000				1.0000			0.8000			1.0000	1.0000	4.8000
Music	1.0000				1.0000			1.0000	1.0000			1.0000	5.0000
Occupational Therapist		0.6000				1.5000							2.1000
Phy Ed/Health					2.0000						2.0000		4.0000
Phy Ed/Social Studies											1.0000		1.0000
Physical Education	1.0000				1.0000			1.0000	1.0000		1.0000	1.0000	6.0000
Pre-Kindergarten	2.0000	0.5000						2.0000	2.0000			1.0000	7.5000

Pre-Kindergarten/Ecfe		1.0000											1.0000
Psychologist			1.0000		1.0000	0.5000							2.5000
Q Comp Peer Reviewer			4.0000										4.0000
Reading Specialist					1.0000								1.0000
School Nurse		1.0000									1.0000		2.0000
School Social Worker	1.0000	1.0000			2.0000	1.0000		1.0000	1.0000	1.0000	1.0000	1.0000	10.0000
Science					6.0000		1.0000				6.0000		13.0000
Social Studies					3.0000		1.0000				7.0000		11.0000
Social Studies Dual Lang					2.0000						1.0000		3.0000
Spec Ed/Autism					3.0000					1.0000	1.0000	1.0000	6.0000
Spec Ed/Dcd	2.0000				1.0000					1.0000	2.0000	2.0000	8.0000
Spec Ed/Dcd/Ld									1.0000		1.0000		2.0000
Spec Ed/Ebd	2.0000				2.0000		0.7500	1.0000	3.0000	2.0000	4.0000	1.0000	15.7500
Spec Ed/Ld					3.0000						1.0000	2.0000	6.0000
Spec Ed/Ld/Autism								1.0000					1.0000
Spec Ed/Mmi	1.0000								1.0000				2.0000
Spec Ed/Msmi											1.0000	1.0000	2.0000
Spec Ed/Other Health Dis											1.0000		1.0000
Spec Ed-Ebd/Ld									1.0000				1.0000
Special Ed/Literacycoach									1.0000				1.0000
Special Education Lead											1.0000		1.0000
Speech/Lang Pathologist	1.0000	2.0000			1.0000	1.0000		1.0000	1.0000			1.0000	8.0000
Stem Teacher					1.0000								1.0000
Talent Development									1.0000			1.0000	2.0000
Tosa - Student Engagement Spec												0.6000	0.6000
Tosa-Teacher Program Coordinat					1.0000								1.0000
Vocal Music/Esl											1.0000		1.0000
Work Exp. Handicapped Tchr											1.0000		1.0000
Teacher Total	36.6000	17.6875	8.0000		65.0000	10.0000	5.7500	35.6000	52.0000	6.0000	70.2300	37.4000	345.2675
Grand Total	57.5485	35.9000	62.0188	23.2063	95.3928	13.4250	6.5000	49.9050	79.0851	10.5938	108.4136	55.3063	598.2948

Richfield Public Schools FTE Change Summary 19-20 to 20-21

	CENTENNIAL	CENTRAL	DISTRICT	GARAGE	MIDDLE	MULTI-BLDG	RCEP	RDLS	RSTEM	SENIOR HIGH	SHERIDAN	SEC	TOTAL
Administration													
Director of Early Learning		-1.0000											-1.0000
Director of ELL			-1.0000										-1.0000
DIR OF CURRICULAR LEARNING			1.0000										1.0000
DIR OF ELEMENTARY EDUCATI			1.0000										1.0000
Dir. of Literacy			-1.0000										-1.0000
DIR OF MARKETING & COMM.			1.0000										1.0000
DIR OF MULTI LINGUAL & RCEP			1.0000										1.0000
Administration Total	0.0000	-1.0000	2.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	1.0000
CLASSIFIED MANGMNT TEAM													
COMM ED YOUTH COOR.		-0.2000											-0.2000
Dir. Of Marketing & Comm.			-1.0000										-1.0000
DISTRICT DATA & TESTING COORD			1.0000										1.0000
Executive Assistant			-1.0000										-1.0000
CLASSIFIED MANGMNT TEAM Total	0.0000	-0.2000	-1.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	-1.2000
Facilities & Transport													
BUS DRIVER				4.1763									4.1763
FAC/BUILDING CLEANER						-1.0000			1.0000	-2.0000			-2.0000
FAC/BUS DRIVER/BUILDING CLR						-1.0000							-1.0000
Fac/Mechanic				-1.0000									-1.0000
Facilities & Transportation Total	0.0000	0.0000	0.0000	3.1763	0.0000	-2.0000	0.0000	0.0000	1.0000	-2.0000	0.0000	0.0000	0.1763
Food & Nutrition													
KITCHEN ASSISTANTS					-0.4375	-0.7500		-1.0625	-0.4625	-2.0375	-0.6875		-5.4375
KITCHEN PRODUCTION COOK					-0.8125								-0.8125
Food & Nutrition Total	0.0000	0.0000	0.0000	0.0000	-1.2500	-0.7500	0.0000	-1.0625	-0.4625	-2.0375	-0.6875	0.0000	-6.2500
Mgmt. & Admin. Support Prof.													
ADMIN ASSIST 2			-1.0000										-1.0000
ADMIN ASSIST 3			1.0000										1.0000
ADMIN ASSIST 3 -11 MONTH			-1.0000							1.0000			0.0000
ADMIN ASSIST 4 - 11 Month										-1.0000			-1.0000
Mgmt. & Admin. Support Prof. Total	0.0000	0.0000	-1.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	-1.0000
OUTREACH WORKERS													
OUTREACH-BILINGUAL	0.6000		0.8750			-1.0000							0.4750
OUTREACH WORKERS Total	0.6000	0.0000	0.8750	0.0000	0.0000	-1.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.4750
Paraprofessional													
PARA CAMPUS SUP					-1.0000								-1.0000
PARA CLERICAL		-0.7500	1.0000			-0.8750							-0.6250
PARA INST/MANG	-0.7875										-0.2812		-1.0687
PARA INSTRUCTIONAL		-0.6313							-0.5000	0.0000	0.1250		-1.0063
PARA INSTRUCTIONAL HQ	-0.2500	0.4500	-0.9375			-0.8750		-0.8750	-0.9375	-1.0000	1.0000		-3.4250
PARA MANAGERIAL	-0.4925	0.6313	0.3438					-0.2074	-0.3438	0.0000			-0.0686
PARA SPEC ED HQ	-0.0315		1.6250		-3.4362			0.8750	-2.2820	-2.0568	-1.6250	-0.9060	-7.8374
PARA TECH SUPPORT			2.0000										2.0000
Paraprofessional Total	-1.5615	-0.3001	4.0313	0.0000	-4.4362	-1.7500	0.0000	-0.2074	-4.0633	-3.0567	-0.7812	-0.9060	-13.0310
Student Engagement Spec.													
STUDENT ENGAGEMENT SPECIALIST									-0.9375	-0.9375			-1.8750

Student Engagement Spec. Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	-0.9375	-0.9375	0.0000	0.0000	-1.8750
TEACHER													
ART					-1.0000					0.9000			-0.1000
COUNSELOR										1.0000			1.0000
EARLY CHILD PARENT EDUCATOR		-0.4000											-0.4000
ENGLISH AS A SECOND LANG	1.0000	-1.0000						-1.0000			-1.0000	1.0000	-1.0000
ESL/SPANISH					-1.0000								-1.0000
ESL/Vocal Music										-1.0000			-1.0000
GLOBAL LANG/FRENCH										-0.0900			-0.0900
GLOBAL LANG/GERMAN										0.9100			0.9100
GLOBAL LANG/SPANISH					2.0000					0.5200			2.5200
GRADE 1									1.0000		-1.0000		0.0000
GRADE 1 DUAL LANGUAGE								1.0000					1.0000
GRADE 2	1.0000								-1.0000		1.0000		1.0000
GRADE 2 DUAL LANGUAGE								-1.0000					-1.0000
GRADE 3									1.0000		2.0000		3.0000
GRADE 3 DUAL LANGUAGE								1.0000					1.0000
Grade 3/4											-3.0000		-3.0000
GRADE 4	-1.0000										2.0000		1.0000
GRADE 4 DUAL LANGUAGE								1.0000					1.0000
GRADE 4/5									1.0000				1.0000
GRADE 5									-1.0000				-1.0000
GRADE 6					-1.0000								-1.0000
INSTRUCTIONAL COACH	-0.5000		-0.5000					1.0000			-1.0000		-1.0000
Instructional Coach/ Talent Dev								-1.0000					-1.0000
INSTRUCTIONAL COACH/MATH INTER						2.0000							2.0000
KINDERGARTEN									2.0000		1.0000		3.0000
KINDERGARTEN DUAL LANG								1.0000					1.0000
LANGUAGE ARTS					-0.0900					-0.7300			-0.8200
Language Arts/Sped Ld										-1.0000			-1.0000
Literacy Coach			2.0000								1.0000		3.0000
LITERACY INTERVENTION			-0.5000						1.0000		-1.0000		-0.5000
LITERACY/MATH INTERVENTION								-0.5000					-0.5000
MATH INTERVENTIONIST								0.4000					0.4000
MATHEMATICS										-0.0200			-0.0200
PRE-KINDERGARTEN		-1.0000											-1.0000
PSYCHOLOGIST			1.0000		1.0000	-3.0000							-1.0000
READING SPECIALIST					-1.0000					-1.0000			-2.0000
SCHOOL SOCIAL WORKER					1.0000	1.0000	-1.0000	0.5000		-0.5000		-1.0000	0.0000
SCIENCE					2.2000					-0.6400			1.5600
Science Dual Lang										-1.0000			-1.0000
SOCIAL STUDIES										1.0000			1.0000
SPEC ED/AUTISM	-1.0000				1.0000				-1.0000				-1.0000
SPEC ED/DCD											1.0000		1.0000
SPEC ED/DCD/LD						-1.0000			1.0000	1.0000			1.0000
SPEC ED/EBD							0.2500		1.0000	1.0000		1.0000	3.2500
Spec Ed-Ebd/Ohd										-1.0000			-1.0000
SPEC ED/LD	-1.0000				-1.0000								-2.0000
SPEC ED/LD/AUTISM									-1.0000				-1.0000

SPEC ED/MMI	1.0000												1.0000
SPECIAL ED/LITERACYCOACH									1.0000				1.0000
SPECIAL EDUCATION LEAD									-1.0000				-1.0000
STEM TEACHER									-1.0000				-1.0000
Talent Dev/Literacy Intervent	-1.0000												-1.0000
TALENT DEVELOPMENT					-1.0000								-1.0000
VOCAL MUSIC/ESL										1.0000			1.0000
WORK EXP. HANDICAPPED TCHR												-1.0000	-1.0000
TEACHER Total	-1.5000	-2.4000	2.0000	0.0000	1.1100	-1.0000	-0.7500	2.4000	3.0000	0.3500	1.0000	0.0000	4.2100
Grand Total	-2.4615	-3.9001	6.9063	3.1763	-4.5762	-6.5000	-0.7500	1.1302	-1.4633	-7.6817	-0.4687	-0.9060	-17.4947

RICHFIELD PUBLIC SCHOOLS STAFFING 2020-2021

Sum of FTE						
Location	Job Class	Department Title	Name	Total		
Centennial	Adminstration	Elementary Principal	Mahoney , Colleen	1.0000		
	Adminstration Total			1.0000		
	Facilities & Transport	Fac/Building Cleaner	Barnes, Scott	1.0000		
			Windom, Marvin	1.0000		
		Fac/Head Custodian	Fitzpatrick, Peter	1.0000		
		Facilities & Transport Total			3.0000	
	Food & Nutrition		Cuate Pliego, Rosalba	0.5000		
			Sanchez, Maria	0.3750		
		Kitchen Manager	O'Meara, Cassi	1.0000		
		Kitchen Production Cook	Tomkinson, Joan	0.8750		
		Food & Nutrition Total			2.7500	
		Mgmt. & Admin. Support Prc	Admin Assist 3 - 10 1/2 Month	Stanley, Daina	1.0000	
	Mgmt. & Admin. Support Prof. Total			1.0000		
	Outreach Workers	Outreach-Bilingual	Farrell, A	0.8000		
			Roodell, Janina	0.8000		
	Outreach Workers	Total		1.6000		
	Paraprofessional		Para Health Assistant	Mahowald, Stacie	0.9375	
			Para Instructional Hq	Dimond, Dianne	0.8750	
				Martinez Lopez, Teresa	0.8750	
				Vetsch, Terri	0.7500	
			Para Managerial	Miguel Macedonio, Alicia	0.2800	
				Reyes, Evelin	0.2875	
			Para Spec Ed Hq	Alarcon, Kathryn	0.8125	
				Hennessy, Wendy	0.8125	
				Holmberg, Rebeka	0.8125	
				Jackson, Leondo	0.8750	
				Lundin, Paul	0.8750	
				Mohamud, Halima	0.7500	
				Olson, Diane	0.9060	
				Thomas, Heidi	0.8125	
			Paraprofessional Total			10.6610
			Student Engagement Spec.	Student Engagement Specialis	Luke, Stanley	0.9375
			Student Engagement Spec. Total			0.9375
			Teacher	Art	Sorenson, Adam	0.6000
	English As A Second Lang	Inners, Rebecca			1.0000	
		Jamieson, Ruth			1.0000	
		Weber, Rachel			1.0000	
		Wenthold, Sarah			1.0000	
	Grade 1	Budhram, Devika			1.0000	
		Scheer, Jacqueline			1.0000	
		Sobraske, Amy			1.0000	
	Grade 2	Herman, Lee			1.0000	
		Jackson, Margaret			1.0000	
		Moallin, Rowda			1.0000	
					Smith, Callie	1.0000
	Grade 3	Anderson, Mindy			1.0000	

Centennial	Teacher	Grade 3	Moen-Vonahnen, Mackenzie	1.0000	
			Sobraske, Joseph	1.0000	
		Grade 4	Clingan, Samuel	1.0000	
			Herman, Lindsay	1.0000	
		Grade 5	Altenbach, Melissa	1.0000	
			Jenkins, Scott	1.0000	
			Klosinski, Kirsten	1.0000	
		Kindergarten	Kusche, Anna	1.0000	
			Noonan, Jamie	1.0000	
			Olmsted, Michelle	1.0000	
		Literacy Intervention	Giefer, Beth	1.0000	
		Literacy/Math Intervention	Peterson, Debra	1.0000	
		Media	Nelson, Kari	1.0000	
		Music	Hanson, Naomi	1.0000	
		Physical Education	Christ, John	1.0000	
		Pre-Kindergarten	Holz, Laura	1.0000	
			Ssemujju , Jenna	1.0000	
		School Social Worker	Vaughn, Chantelle	1.0000	
		Spec Ed/Dcd	Keeley, Christine	1.0000	
			Wilkie, Jacqueline	1.0000	
		Spec Ed/Ebd	Christianson, Sharon	1.0000	
			Stecker, Tiffany	1.0000	
		Spec Ed/Mmi	Donahue , Jodi	1.0000	
		Speech/Lang Pathologist	Rehm, Allison	1.0000	
		Teacher Total		36.6000	
Centennial Total				57.5485	
Central	Adminstration	Dir Of Comm Ed	Mcnaughton-Commers , Carole	1.0000	
	Adminstration Total			1.0000	
	Classified Mangmnt Team	Comm Ed Youth Coord.	Dube, Abby	1.0000	
			Sainati, Lynn	0.8000	
	Classified Mangmnt Team Total			1.8000	
	Facilities & Transport	Fac/Building Cleaner	Stormoen, Steven	1.0000	
			Toledo, Vladimir	1.0000	
	Facilities & Transport Total			2.0000	
	Mgmt. & Admin. Support Prc	Admin Assist 3	Lauer-Schumacher, Jessica	1.0000	
			Wollenburg, Charlotte	1.0000	
	Mgmt. & Admin. Support Prof. Total			2.0000	
	Outreach Workers	Outreach-Bilingual	Abdi, Kadra	0.5000	
			Bartlett, Shirley	1.0000	
			Lenmark, Rachael	1.0000	
	Outreach Workers Total		2.5000		
	Paraprofessional	Para Instructional Hq	Aamot, Maria	0.8750	
			Besser , Sue	0.8750	
			Garcia, Sara-Rose	0.8750	
			Hartman, Stephanie	0.5000	
			Johnson, Alejandra	0.8750	
			Johnson, Amy	0.8750	
			Litwinczuk, Joliene	0.8750	
			Para Managerial	Mohamud, Amal	0.6313
			Para Spec Ed Hq	Carr, Kristi	0.8750

Central	Paraprofessional	Para Spec Ed Hq	Hughes, Elizabeth	0.8125
			Nelson, Dana	0.8438
	Paraprofessional Total			8.9125
	Teacher	Early Child Family Educator	Cornes, Rachel	0.7500
		Early Child Parent Educator	Webster, Debra	0.5000
		Early Child./Spec.Ed.	Franz, Michelle	1.0000
			Lampron, Amber	1.0000
			Morgan, Katrina	1.0000
			Neilon, Erin	1.0000
			Norwick , Emily	1.0000
			Olson, Tanya	1.0000
			Reed-Karstens, Renee	1.0000
			Ruhland, Maureen	1.0000
			Skajewski, Jola	1.0000
			Wald, Rebecca	1.0000
		Early Learning Parent Ell	Wing, Joan	0.3375
		Occupational Therapist	Castro Sanjuan, Miriam	0.6000
		Pre-Kindergarten	Mcdaniels, Christina	0.5000
		Pre-Kindergarten/Ecfe	Larsen, Kirsten	1.0000
		School Nurse	Anderson, Phoebe	1.0000
		School Social Worker	Schramm, Melissa	1.0000
		Speech/Lang Pathologist	Fish, Angela	1.0000
			Hoffman, Jessica	1.0000
	Teacher Total			17.6875
Central Total				35.9000
District	Adminstration	Administrator On Special Assg	Rosen, Teresa	0.5000
		Asst Superintendent	Daniels , Latanya	1.0000
		Chief H/R & Admin Officer	Holje, Craig	1.0000
		Dir Of Curricular Learning	Clasen, Tia	1.0000
		Dir Of Elementary Educati	Gens, Rachel	1.0000
		Dir Of Facilities & Transp	Kretsinger, Daniel	1.0000
		Dir Of Finance	Gilligan, James	1.0000
		Dir Of Food & Nutrition Serv	Manning , Michael	1.0000
		Dir Of Human Resources	Negus , Lisa	1.0000
		Dir Of Marketing & Comm.	Valley, Jennifer	1.0000
		Dir Of Multi Lingual & Rcep	Willhite, Kasya	1.0000
		Dir Of Special Ed	Mobley, Alecia	1.0000
		Dir Of Student Services	Gonzalez, Christina	1.0000
		Dir Of Technology	Klinge, Cory	1.0000
		Exec Dir Of Special Programs	Clarkson, Mary	1.0000
		Superintendent	Unowsky, Steven	1.0000
	Adminstration Total			15.5000
	Classified Mangmnt Team	Assistant To Supt	Quam , Cassandra	1.0000
		District Data & Testing Coord	Maryn, Angela	1.0000
		Human Resources Coordinato	Jorenby , Janice	1.0000
		Payroll Accountant	Schauer, Amber	1.0000
		Supv Of Human Resources	Sanchez-Michaels , Timecka	1.0000
		Technology Support Spec	Frankenberg, Michael	1.0000
			Geurink, Arend	1.0000
		Technology Systems Admin	Mcmeekin, Doug	1.0000

District	Classified Mangmnt Team	Technology Systems Admin	Meyer, Kent	1.0000
	Classified Mangmnt Team Total			9.0000
	Facilities & Transport	Fac/District Engineer	Olson, Robert	1.0000
		Fac/Grounds Person	Hill, James	1.0000
		Fac/Mail Person/Bus Driver	Gorski, John	1.0000
		Fac/Maintenance	Rief , Keith	1.0000
		Fac/Painter	Kumar, Anoop	1.0000
		Fac/Truck Driver	Pedersen, Mark	1.0000
	Facilities & Transport Total			6.0000
	Mgmt. & Admin. Support Prc	Admin Assist 2 - 11 Month	Berres, Nancy	1.0000
		Admin Assist 2 - 12 Month	Baird, Lisa	1.0000
			Laduke, Courtney	1.0000
			Open	1.0000
		Admin Assist 3	Brunner, Patti	1.0000
			Herrera, Becky	1.0000
			Snoddy , Ashley	1.0000
			Weirich, Marta	1.0000
		Management Assistant	Connaire, Amanda	1.0000
			Lanzendorfer, Terri	1.0000
			Rumppe, Kathleen	1.0000
		Outreach-Bilingual	Rubio-Escoda, Rosa	1.0000
	Mgmt. & Admin. Support Prof. Total			12.0000
	Outreach Workers	Health Resource Staff	Mckye, Bridge	1.0000
		Outreach(Community/Family)	Jespersion, Sarah	1.0000
		Outreach-Bilingual	Aided, Falis	0.5000
	Outreach Workers Total			2.5000
	Paraprofessional	Para Clerical	Meacham , Gina	1.0000
		Para Health Assistant	Labelle, Marna	0.3500
		Para Managerial	Mayo, Eric	0.3438
		Para Spec Ed Hq	Futchi, Wendy	0.8125
			Hellesvig, Leona	0.8125
		Para Tech Support	Acevedo, Ashley	1.0000
			Dennis, George	1.0000
			Ene, George	1.0000
			Peterson, Dennis	1.0000
	Paraprofessional Total			7.3188
	Teacher	Digital Learning Coach	Friel, Kenneth	1.0000
		Literacy Coach	Pichel, Alison	1.0000
			Sorgenfrie, Renee	1.0000
		Psychologist	Sweeney, Kaye	1.0000
		Q Comp Peer Reviewer	Burt, Emily	1.0000
			Heyer, Jonathan	1.0000
			Ponce, Amy	1.0000
			Yunker, Aubree	1.0000
	Teacher Total			8.0000
District	Total			60.3188
Garage	Facilities & Transport	Bus Driver	Anderson, Howard	0.9250
			Ashmead, John	0.2500
			Carroll, Leann	1.0000
			Carroll, Steven	0.5938

Garage	Facilities & Transport	Bus Driver	Childs, Patrick	0.2500	
			Coughlin, Timothy	1.0000	
			Daugherty, Wesley	0.3750	
			Feiker, David	0.8750	
			Gorski, Robert	0.8750	
			Herald, Gordon	0.7500	
			Iverson, Alfred	1.0000	
			Jaeger, Michael	0.2500	
			Johnson, Darla	0.2500	
			Jones, Eric	0.6250	
			Larson, Brandt	0.6250	
			Lindberg, Jeffrey	1.0000	
			Mccabe, Robert	0.6250	
			Middleton, John	0.6250	
			Olson, Steven	0.6250	
			Paulson, Eric	0.6250	
			Schmidt, Roger	0.2500	
			Schwartz, William	0.6250	
			Sephus, Manisha	0.5625	
			Shelton, Roseabelle	0.6250	
			Shifflet , Mark	0.6250	
			Sunderlin, Robert	0.6250	
			Troedson, Wesley	1.0000	
			Vetsch, Daniel	0.2500	
			Wassather, Kathie	1.0000	
			Wilkins, Lawrence	0.6563	
			Wilson, Steven	0.5938	
			Wise, Lee Ann	0.2500	
			Fac/Asst Trans Dispatcher	Olson, Jon	1.0000
			Fac/Garage Supervisor	Mcginn, Daniel	1.0000
			Fac/Transportation Dispatcher	Haug, Sandra	1.0000
Facilities & Transport Total			23.2063		
Garage	Total		23.2063		
Middle	Adminstration	Middle Asst. Principal	Finke, Ryan	1.0000	
			Flucas, Steven	1.0000	
		Middle School Principal	Hines, Carlondrea	1.0000	
	Adminstration Total			3.0000	
	Facilities & Transport	Fac/Building Cleaner	Adjalo, Afi	1.0000	
			Kahsai, Musye	1.0000	
			Quintana , Felicia	1.0000	
			Swaggert, Jack	1.0000	
		Fac/Head Custodian	Harris, Kevin	1.0000	
		Fac/Maintenance	Wise, Cory	1.0000	
		Fac/Night Lead Person	Urbanski, Stephen	1.0000	
	Facilities & Transport Total			7.0000	
	Food & Nutrition	Kitchen Manager	Buss, Maya	0.8625	
			Emerson, Mary	0.5000	
			Hecht, Jennifer	0.7188	
			Newell, Tanya	0.6250	
			Nickell, Jodi	1.0000	

Middle	Food & Nutrition Total			3.7063
	Mgmt. & Admin. Support Prc	Admin Assist 2 - 11 Month	Zaldana, Maritza	1.0000
		Admin Assist 3 -11 Month	Bach-Dowd, Veronica	1.0000
	Mgmt. & Admin. Support Prof. Total			2.0000
	Outreach Workers	Outreach-Bilingual	Gonzalez, Evelyn	1.0000
			Montejo Magana, Jose Antonio	1.0000
	Outreach Workers	Total		2.0000
	Paraprofessional	Para Campus Sup	Findlay-Lampkin, Darryl	1.0000
			Davison, Stephanie	1.0000
		Para Clerical	Leiva, Cynthia	0.9375
			Barnes, Leah	0.8125
			Beyel, Daniel	0.9063
			Feight, Maria	0.9063
			Ferreira, Catherine	0.8125
			Holtgrave, Sheila	0.8430
			Johnson, Bonnie	0.8125
			Pedenko, Christina	1.0000
			Rhoades, Christina	0.9060
			Shively, Carleen	0.8125
	Paraprofessional Total			10.7490
	Registered Nurse	Nurse(Registered)	Ingram, Jashanna	1.0000
	Registered Nurse Total			1.0000
	Student Engagement Spec.	Student Engagement Specialis Price, Shemitra		0.9375
	Student Engagement Spec. Total			0.9375
	Teacher	Art	Timmerman, Molly	1.0000
			Needleman, Corey	1.0000
		Band Music	Bergland, Toby	1.0000
			Scott, Karen	1.0000
		Counselor	Illescas Gomez , Edgar	1.0000
			Mortland, Olutoye	1.0000
		English As A Second Lang	Petersen, Jill	1.0000
			Weinmaster , Tristan	1.0000
		Esl/Spanish	Christopherson, Beth	1.0000
			Arias Ortiz, Luz	1.0000
		Global Lang/Spanish	Egberg, Sarah	1.0000
			Nwaiwu , Jacqueline	1.0000
		Grade 6	Blunt , Kristine	1.0000
			Deters, Laura	1.0000
		Instructional Coach	Figueroa Garcia, Juan	1.0000
			Gregor, Mary	1.0000
		Language Arts	Loesch, Aaron	1.0000
			Osuji, Vivian	1.0000
			Skinner, Jenna	1.0000
			Supple, Mary	1.0000
			Stephens, Katharine	1.0000
			Burggraff, Erin	1.0000
			Dupont, Maria	1.0000
			Frank, Amy	1.0000
			Knodel, Jared	1.0000
				Leiknes, Lisa

Middle	Teacher	Mathematics	Drummond, Jon	1.0000
			Gifford, Gretchen	1.0000
			Johnson, Elizabeth	1.0000
			Luna-Robledo, Maria Del Carmen	1.0000
			Root, Andrew	1.0000
			Stanley , David	1.0000
			Weil, Katelyn	1.0000
		Media	Edwards, Wm	1.0000
		Music	Erickson, Kevin	1.0000
		Phy Ed/Health	Leduc, Steven	1.0000
			Valdez, Lisa	1.0000
		Physical Education	Burns, Patricia	1.0000
		Psychologist	Williams, Melissa	1.0000
		Reading Specialist	Preston, Audra	1.0000
		School Social Worker	Davis, Michelle	1.0000
			Keen , Nicole	1.0000
		Science	Aylward, Gary	1.0000
			Frieden, Bonnie	1.0000
			Mcclendon, Laura	1.0000
			Mcdonough, Erin	1.0000
			Vonruden, Gregory	1.0000
			Zellar , Elizabeth	1.0000
			Cunningham, Michael	1.0000
		Social Studies	Holm, Sarah	1.0000
			Sicoli, Joana	1.0000
			Cochrane, Corrine	1.0000
		Social Studies Dual Lang	Redetzke, Ryan	1.0000
			Benedict, Andre	1.0000
		Spec Ed/Autism	Caldwell , Jacqueline	1.0000
			Wheeler, Leah	1.0000
			Rice-Hanson, Alaina	1.0000
		Spec Ed/Dcd	Finnesgard , Matthew	1.0000
		Spec Ed/Ebd	Maiers, Carl	1.0000
			Kokku, Jessica	1.0000
		Spec Ed/Ld	Lytle, Christina	1.0000
			Ritt, Shannon	1.0000
			Artigue, Kristin	1.0000
		Speech/Lang Pathologist	Bluma, Megan	1.0000
		Stem Teacher	Tosa-Teacher Program Coordi	1.0000
			Magnuson, Julie	1.0000
		Teacher Total		
Middle Total			95.3928	
Multi- Building	Food & Nutrition	Coughlin, Amy	0.5000	
	Food & Nutrition Total		0.5000	
	Paraprofessional	Para Clerical	Mcinnis, Vickie	0.9250
	Paraprofessional Total		0.9250	
	Teacher	Adaptive Phy Ed	Anderson, Eric	1.0000
			Paddock, James	1.0000
			Popp, Stephanie	1.0000
		English As A Second Lang	Sjosten, Jennifer	1.0000
			Voigt, Lori	1.0000

Multi- Building	Teacher	Instructional Coach/Math Inte Byron, Monica		1.0000
		Occupational Therapist	Feyen, Maureen	1.0000
			Ladouceur, Tyone	0.5000
		Psychologist	Baumgardner, Joann	0.5000
		School Social Worker	Carlton, Jill	1.0000
		Speech/Lang Pathologist	Chamberlin, Callan	1.0000
	Teacher Total			10.0000
Multi- Building Total				11.4250
Rcep	Mgmt. & Admin. Support Prc	Admin Assist 1 - 12 Month	Alcala, Hilda Lizeth	0.7500
	Mgmt. & Admin. Support Prof. Total			0.7500
	Teacher	Counselor	Acostacano, Cassie	1.0000
		Language Arts	Stadem, Teresa	1.0000
		Mathematics	Gravelle, Jennifer	1.0000
		Science	Andersen, Wendy	1.0000
		Social Studies	Lentz, Julie	1.0000
		Spec Ed/Ebd	Hoehn, Margaret	0.7500
Teacher Total				5.7500
Rcep	Total			6.5000
Rdls	Adminstration	Elementary Principal	Shahsavand, Marta	1.0000
	Adminstration Total			1.0000
	Facilities & Transport	Fac/Building Cleaner	Manikaran, Rishedeo	1.0000
		Fac/Head Custodian	Kiely, Patrick	1.0000
	Facilities & Transport Total			2.0000
	Food & Nutrition	Kitchen Manager	Meyer, Mary	1.0000
		Kitchen Production Cook	Medvec, Sherri	0.9375
	Food & Nutrition Total			1.9375
	Mgmt. & Admin. Support Prc	Admin Assist 3 -10 1/2 Month	Cruz Esteva , Jennifer	1.0000
	Mgmt. & Admin. Support Prof. Total			1.0000
	Outreach Workers	Outreach-Bilingual	Bolanos, Luis	1.0000
	Outreach Workers	Total		1.0000
	Paraprofessional	Para Health Assistant	Rodriguez, Jenny	0.8800
		Para Instructional Hq	Reyes, Juan	0.8750
			Reyes, Reem	0.8212
		Para Managerial	Lujambio, Mauricio	0.7500
			Silva Segura, Areli	0.6038
		Para Spec Ed Hq	Castaneda, Stacy	0.8125
			Hassan , Ikram	0.8125
			Magana Miranda, Juana	0.8750
	Paraprofessional Total			6.4300
	Student Engagement Spec.	Student Engagement Specialis	Paredes, Silvia	0.9375
	Student Engagement Spec. Total			0.9375
	Teacher	Art	Mack, Maia	0.8000
		English As A Second Lang	Madsen, Pamela	1.0000
			Seymour, Elizabeth	1.0000
		Grade 1 Dual Language	Barrios, Hugo	1.0000
			Moret Franco, Sonia	1.0000
			Paulis De Rangel, Megan	1.0000
			Sosa, Jessica	1.0000
		Grade 2 Dual Language	Arias Cobos, Agustin	1.0000
			Degroot, Amanda	1.0000

Rdls	Teacher	Grade 3 Dual Language	Anaya-Gennrich, Carolina	1.0000
			Arlandis Toledano, Carla	1.0000
			Miguel , Lissette	1.0000
			Virant, Hannah	1.0000
		Grade 4 Dual Language	Maldonado Meza, Bryan	1.0000
			Olivares, Eudoro	1.0000
			Russo , Emily	1.0000
			Smith, Molly	1.0000
		Grade 5 Dual Language	Jacques, Katherine	1.0000
			Rendon, Allison	1.0000
			Rogan, Kathryn	1.0000
		Instructional Coach	Wolff, Allyson	1.0000
		Kindergarten Dual Lang	Castro, Mirna	1.0000
			Cora-Pacheco, Wanda	1.0000
			De Pena, Angela	1.0000
			Perez, Paloma	1.0000
		Literacy Intervention	Krebsbach, Vanessa	1.0000
		Math Interventionist	Arpin, Jack	1.0000
		Media	Champine, Adrian	0.8000
		Music	Taylor, Kari	1.0000
		Physical Education	Tousignant, John	1.0000
		Pre-Kindergarten	Matias Martinez, Blanca	1.0000
			Ruiz Pena, Mara	1.0000
		School Social Worker	Slaght, Karen	1.0000
		Spec Ed/Ebd	Thoemke, Michelle	1.0000
		Spec Ed/Ld/Autism	Langer, Sarah	1.0000
		Speech/Lang Pathologist	Markle, Amanda	1.0000
	Teacher Total			35.6000
Rdls	Total			49.9050
Rstem	Adminstration	Elementary Principal	Winter Ahsenmacher, Amy	1.0000
	Adminstration Total			1.0000
	Facilities & Transport	Fac/Building Cleaner	Ales, James	1.0000
			Manikaran, Devika	1.0000
			Michalsky, Ralph	1.0000
			Stueck, Gary	1.0000
		Fac/Head Custodian	Johnson, Randy	1.0000
		Fac/Maintenance	Jayamanne, Lalinda	1.0000
		Fac/Night Lead Person	Grossman, William	1.0000
	Facilities & Transport Total			7.0000
	Food & Nutrition		Hernandez-Balbuena, Guadalupe	0.6875
			Lanners, Leah	0.4375
			Quan, Yong	0.7250
			Wessman, Shelley	0.4375
		Kitchen Manager	Johnson , Rachel	1.0000
		Kitchen Production Cook	Gaertner, Karin	0.7500
	Food & Nutrition Total			4.0375
	Mgmt. & Admin. Support Prc	Admin Assist 3 -11 Month	Musco, Christine	1.0000
	Mgmt. & Admin. Support Prof. Total			1.0000
	Outreach Workers	Outreach-Bilingual	Salgado Gaxiola, Jose	1.0000
	Outreach Workers Total			1.0000

Rstem	Paraprofessional	Para Clerical	Poncius, Kameron	1.0000	
			Stokes, Linda	0.5795	
		Para Clerical/Mang	Rhodes, Lucinda	0.6563	
		Para Health Assistant	Jackson, Laurie	1.0000	
		Para Instructional Hq	Shimkus, Alex	0.8125	
		Para Managerial	Diercks , Nancy	0.3438	
		Para Spec Ed Hq	Crowe, Ashley	0.8750	
			Eshete, Genet	0.8750	
			Hernandez Xochipiltecatl, Analy	0.8125	
			Macdonald, Ruby	0.8750	
			Nelson, Janet	0.8750	
			Palmer, Laurie	0.8125	
			Rupiper, Lisa	0.8750	
			Swisher, Linda	0.8750	
			Thibodeaux, Jesse	0.8430	
		Paraprofessional Total			12.1101
		Student Engagement Spec.	Student Engagement Specialis	Burgess, Larry	0.9375
		Student Engagement Spec. Total			0.9375
		Teacher	Art	Edstrom, Rachel	1.0000
			Computer Literacy Instr	Flitsch, Marni	1.0000
			Dean Of Students	Meulemans, Ryan	1.0000
			English As A Second Lang	Calubayan, Charity	1.0000
				Davis, Patricia	1.0000
				Sutton, Laura	1.0000
			Grade 1	Gacek, Sarah	1.0000
				Kegan, Leslie	1.0000
				Provost, Diane	1.0000
				Straszewski, Marissa	1.0000
				Thies, Barbara	1.0000
			Grade 2	Gerten, Michelle	1.0000
				Gilbert, Kinya	1.0000
				Hansen, Judy	1.0000
	Sellmeyer, Anika		1.0000		
Grade 3	Larson, Bethann		1.0000		
	Mckeand, Melissa		1.0000		
	Mobley, Amberly		1.0000		
	Sandvig, Sandra		1.0000		
	Walding-Heitman, Erin		1.0000		
Grade 4	Allen , Carrie		1.0000		
	Glick, Kathleen		1.0000		
	Olson, Christopher		1.0000		
	Pregler, Christopher		1.0000		
Grade 4/5	Onishi, Andrew		1.0000		
Grade 5	Dyer, Pamela		1.0000		
	Holetz, Karen		1.0000		
	Mcmillan, Omar		1.0000		
Instructional Coach	King-Lybeck, Cynthia		1.0000		
Kindergarten	Bunting, Lindsey		1.0000		
	Jensen , Taylor		1.0000		
	Johnson, Chelsea		1.0000		

Rstem	Teacher	Kindergarten	Lahren, Michelle	1.0000
			Munson, Jennifer	1.0000
			Swenson, Kassandra	1.0000
		Literacy Intervention	Fenelon, Patricia	1.0000
			Kemnitz, Carolyn	1.0000
		Math Interventionist	Awbrey, Christine	1.0000
		Music	Myles, Gayle	1.0000
		Physical Education	Hoerauf, Joan	1.0000
		Pre-Kindergarten	Gordon, Kathleen	1.0000
			Losier, Lorinda	1.0000
		School Social Worker	Eberly, Christina	1.0000
		Spec Ed/Dcd/Ld	Okell, Cassandra	1.0000
		Spec Ed/Ebd	Cromie, Abigail	1.0000
			Gulland, Kirstin	1.0000
			Nordstrom, Christopher	1.0000
		Spec Ed/Mmi	Kelly , Hannah	1.0000
		Spec Ed-Ebd/Ld	Sagmoe, Maribeth	1.0000
		Special Ed/Literacycoach	Senn , Kaitlin	1.0000
		Speech/Lang Pathologist	Syrika , Asimina	1.0000
		Talent Development	Sarazine, Darci	1.0000
	Teacher Total			52.0000
Rstem	Total			79.0851
Sec	Paraprofessional	Para Spec Ed Hq	Knoblauch , Catherine	0.9375
			Peer, Steven	0.9063
			Rutherford, Jennifer	0.9063
			Suttner, Matthew	0.9375
			Woldum, Jennifer	0.9063
	Paraprofessional Total			4.5938
	Teacher	English As A Second Lang	Duncomb, Stephanie	1.0000
		School Social Worker	Hiller, Suzanne	1.0000
		Spec Ed/Autism	Daraitis, Kim	1.0000
		Spec Ed/Dcd	Ballanger, Drew	1.0000
		Spec Ed/Ebd	Erickson, Lindsey	1.0000
			Spangler-Wagner, Jennifer	1.0000
	Teacher Total			6.0000
Sec Total				10.5938
Senior High	Adminstration	Asst Secondary Principal	Graver, Maria	1.0000
			Vala, Carrie	1.0000
		Dir Of Athletics	Ellerson, Jared	1.0000
		Principal	Theien-Collins, Stacy	1.0000
	Adminstration Total			4.0000
	Facilities & Transport	Fac/Building Cleaner	Bustamante Mendoza, David	1.0000
			Goschey, Kay	1.0000
			Grose-Thompson, Kyle	1.0000
			Hanson, Adam	1.0000
			Horn, David	1.0000
			Mcclinton, Keith	1.0000
			Staite, Ryan	1.0000
		Fac/Engineer	Wagner, Ryan	1.0000
		Fac/Head Custodian	Gustafson, Kyle	1.0000

Senior High	Facilities & Transport		Fac/Maintenance	Sure, Patrick	1.0000
			Fac/Night Lead Person	Jurek, Dallas	1.0000
Facilities & Transport Total					11.0000
Food & Nutrition				Ibrahim, Nashwa	0.4000
				Morocho Cuzco, Segundo	0.6250
				Ronning, Bettie	0.5000
				Washington, Paula	0.8125
			Kitchen Production Cook	Jennings, Grace	0.9375
				Mattson , Li	0.9375
			Kitchen Production Manager	Husaby, Melissa	1.0000
Food & Nutrition Total					5.2125
Mgmt. & Admin. Support Prc		Admin Assist 2 - 11 Month	Morales Moreno , Lizette		1.0000
		Admin Assist 3 -11 Month	Lindberg, Shannon		1.0000
			Pomerleau, Doris		1.0000
			Schmidt, Lori		1.0000
		Admin Assist 4	Hayek, Julia		1.0000
Mgmt. & Admin. Support Prof. Total					5.0000
Outreach Workers		Outreach-Bilingual	Johnson, Victoria		1.0000
Outreach Workers	Total				1.0000
Paraprofessional		Para Clerical	Bloomer, Kelly		0.7910
			Nollenberger, Colleen		0.5000
			Santiago-Toledano, Marshall		1.0000
		Para Instructional	Anderson, Charlotte		0.4219
			Liljenquist, Joan		0.5000
		Para Managerial	Myles, Robert		0.7913
		Para Security Monitor	Matthews Jr, Warren		1.0000
			Torry, Brandon		1.0000
		Para Spec Ed Hq	Biever, Beau		0.7912
			Clay Jr, Stanley		0.7910
			Corley, Nancy		0.9063
			Cousins, Michele		0.9063
			Denesen, Jeff		0.7910
			Harvieux, Daniel		0.9063
			Zubah, Lucy		0.8750
Paraprofessional Total					11.9711
Teacher		Art	Kitzman, Jessica		0.5400
			Kotsmith Kraus, Jennifer		0.8200
			Miller, Adam		1.0000
			Sacher, Grace		1.0000
		Band Music	Porter, Christine		1.0000
		Counselor	Jastrow, Danielle		1.0000
			Kelley, Morgan		1.0000
			Linde, Sara		1.0000
			Okey, Jessica		1.0000
		English As A Second Lang	Andrews, Johanna		1.0000
			Hager, Amy		1.0000
			Hallin Payne, Katherine		1.0000
		Family Consumer Science	Findlay-Lampkin, Melissa		1.0000
			Lewis , Jennifer		1.0000
		Global Lang/French	Steele, Morgan		1.0000

Senior High	Teacher	Global Lang/German	Kaiser, Madeline	1.0000
			Zehnpfennig, Elizabeth	1.0000
		Global Lang/Spanish	Bradseth Christiansen, Kristen	0.9000
			Huber, Erin	0.9000
			Trenda, Megan	0.7200
		Industrial Tech	Mace, Christi Jo	1.0000
		Instructional Coach	Stecher, Megan	1.0000
		Language Arts	Alcott, Adam	1.0000
			Johnson, Annie	1.0000
			Pulford, Kristian	1.0000
			Ross, Nick	1.0000
			Schiffler Reber, Nicole	1.0000
		Language Arts Dual Immersior	Dooper-Salazar, Jennifer	1.0000
		Marketing/Business	Caruso, Matthew	1.0000
		Math Interventionist	Scholz, Kristine	1.0000
		Mathematics	Gilbertson, Leela	1.0000
			Hanson , Alyssa	1.0000
			Hanson, Zachary	0.8100
			Mullenbach, Matthew	1.0000
			Seibert, Laurie	0.5400
			Zoellmer, Jonathan	1.0000
		Mathematics Dual Lang	Streitz, Sarah	1.0000
		Media	Glavas, Melissa	1.0000
		Phy Ed/Health	Restemayer, Whitney	1.0000
			Zeidler, Matthew	1.0000
		Phy Ed/Social Studies	Fogelson, Daniel	1.0000
		Physical Education	Hofmann, Tracie	1.0000
		School Nurse	Swank, Darby	1.0000
		School Social Worker	Zimmerman, Marisa	1.0000
		Science	Boie, David	1.0000
			Brown, Matthew	1.0000
			Clark, David	1.0000
			Juenemann, Sheryl	1.0000
			Kersten Olson, Jennifer	1.0000
			Trenda, Jon	1.0000
			Avery, Jon	1.0000
			Harris, Michael	1.0000
			Manuel, Andrea	1.0000
			Olejnicak , Katherine	1.0000
		Social Studies	Peterson, Christopher	1.0000
			Walker, Joseph	1.0000
			Wegner, Kathryn	1.0000
			Mitchell, Jonathan	1.0000
		Social Studies Dual Lang		1.0000
		Spec Ed/Autism	Blum , Joseph	1.0000
		Spec Ed/Dcd	Kalbow, Alexander	1.0000
			Rhoden, Jana	1.0000
		Spec Ed/Dcd/Ld	Cannon-Ratliff, Lisa	1.0000
		Spec Ed/Ebd	Conley, Robin	1.0000
			Finelli, Gavin	1.0000
			Gibson, Christine	1.0000

Senior High	Teacher	Spec Ed/Ebd	Ross, Shelly	1.0000	
		Spec Ed/Ld	Wolf, Joel	1.0000	
		Spec Ed/Msmi	Holme, Karen	1.0000	
		Spec Ed/Other Health Dis	Nelson, Derek	1.0000	
		Special Education Lead	Krueger, Elsie	1.0000	
		Vocal Music/Esl	Lewis, Amber	1.0000	
		Work Exp. Handicapped Tchr	McInnes, Callen	1.0000	
		Teacher Total			70.2300
Senior High Total108.4136					
Sheridan	Adminstration	Elementary Principal	Stachel, Nancy	1.0000	
	Adminstration Total			1.0000	
	Facilities & Transport	Fac/Building Cleaner	Morocho, Teresa	1.0000	
		Fac/Head Custodian	Tolentino, Ian	1.0000	
	Facilities & Transport Total			2.0000	
	Food & Nutrition	Kitchen Manager	Dahl, Kristine	1.0000	
		Kitchen Production Cook	Kilstofte, Anne-Marie	0.8125	
	Food & Nutrition Total			1.8125	
	Mgmt. & Admin. Support Prc	Admin Assist 3 -10 1/2 Month	Madsen, Karen	1.0000	
	Mgmt. & Admin. Support Prof. Total			1.0000	
	Outreach Workers	Outreach-Bilingual	Garza, Eunice	1.0000	
	Outreach Workers	Total		1.0000	
	Paraprofessional	Para Clerical	Gonzalez, Keila	1.0000	
		Para Health Assistant	Mazurkiewicz, Allisha	0.8750	
		Para Inst/Mang	Mccarty, Tiffany	0.3750	
		Para Instructional	Fitzgerald, Nancy	0.8750	
		Para Instructional Hq	Swenson Tellekson, Linnea	1.0000	
			Webster, Kari	0.8750	
		Para Managerial	Zetzman , Mary	0.3438	
		Para Spec Ed Hq	Aberg, William	0.8125	
			Ahlstrom, Debbie	0.8125	
			Mccullough, Catherine	0.7500	
			Niday, John	0.7500	
			Ricker, Elizabeth	1.0000	
			Webster, Sophia	0.7500	
			Williams, Tamika	0.8750	
		Paraprofessional Total			11.0938
		Teacher	Art	Kamholz, Nichol	0.8000
			English As A Second Lang	Rummel, Ann	1.0000
			Grade 1	Busta-Loken, Erica	1.0000
	Halpern , Theresa			1.0000	
	Redlin, Karen			1.0000	
	Ericson, Molly			1.0000	
	Grade 2		Gregersen, Mary	1.0000	
			Miller, Lejeune	1.0000	
			Sandholm, Marguerite	1.0000	
			Krohn, Stacy	1.0000	
	Grade 3		Schleyer, Jodi	1.0000	
			Wieber, Kathleen	1.0000	
			Berres, Sarah	1.0000	
	Grade 4		Jacobson, Mitchell	1.0000	

Sheridan	Teacher			
		Grade 4	Mccabe, Connor	1.0000
		Grade 5	Bergthold, Daniel	1.0000
			Simmons, Timothy	1.0000
			Zeh, Mary	1.0000
		Kindergarten	Anderson, Brittany	1.0000
			Healy, Jenna	1.0000
			Perry, Kaia	1.0000
			Thompson, Tricia	1.0000
		Literacycoach	Verzal, Stephanie	1.0000
		Media	Berdahl, Barbara	1.0000
		Music	Olson, Krista	1.0000
		Physical Education	Molitor, Molly	1.0000
		Pre-Kindergarten	Sauer, Amanda	1.0000
		School Social Worker	Tollefson-Hauer, Chelsey	1.0000
		Spec Ed/Autism	Greeley, Deborah	1.0000
		Spec Ed/Dcd	Bastian, Shelby	1.0000
			Mattson, Emily	1.0000
		Spec Ed/Ebd	Wells, Owen	1.0000
		Spec Ed/Ld	Avila, Katherine	1.0000
			Tharp , Gay	1.0000
		Spec Ed/Msmi	Tobey, Michelle	1.0000
		Speech/Lang Pathologist	Thompson, Dana	1.0000
		Talent Development	Creighton, Jessica	1.0000
	Tosa - Student Engagement Sp	Theobald, Bethany	0.6000	
	Teacher Total		37.4000	
Sheridan Total				55.3063
Grand Total				593.5948

Enriching and accelerating learning



2020 Staffing Report

December 21, 2020

Enriqueciendo y acelerando el aprendizaje

District Overview



RICHFIELD
PUBLIC SCHOOLS

673 employees or 615.7895 FTE's (Full-Time Equivalent) as of October 2019

Position	Employees	FTE
Teachers	352	345.2675
Paraprofessionals	104	84.7648
Custodial & Transportation	79	66.9063
Administration and Classified Management	39	38.3
Nutrition Services	27	19.9563
Mgmt. & Admin. Support Professionals	26	24.75
Outreach Workers	14	12.6
Student Engagement Specialist	4	3.75
Registered Nurse & Health Resource	2	2.0
TOTAL STAFF	646	598.2948

Districtwide Changes



RICHFIELD
PUBLIC SCHOOLS

Decrease of 19 employees or 16.1924 FTE's

POSITION	INCREASE in FTE	DECREASE in FTE
Administration and Classified Management		-.2
Facilities & Transportation	+.1763	
Mgmt. & Admin. Support Professionals		-1.0
Nutrition Services		-6.25
Outreach Worker	+.4750	
Paraprofessional		-13.0310
Student Engagement Specialist		-1.875
Teacher	+4.21	
TOTAL FTE		-17.4947

Building Changes



RICHFIELD
PUBLIC SCHOOLS

INCREASE		DECREASE	
District	+0.9001 FTE	Centennial	-2.4615 FTE
Garage	+0.9250 FTE	Central	-3.9001 FTE
RDLS	+7.8750 FTE	Middle	-4.5762 FTE
		Multi-Bldg	-6.5 FTE
		RSTEM	-1.4633 FTE
		Senior High	-7.6817 FTE
		Sheridan	-0.4687 FTE
		SEC	-0.9060 FTE

Student Service Ratios



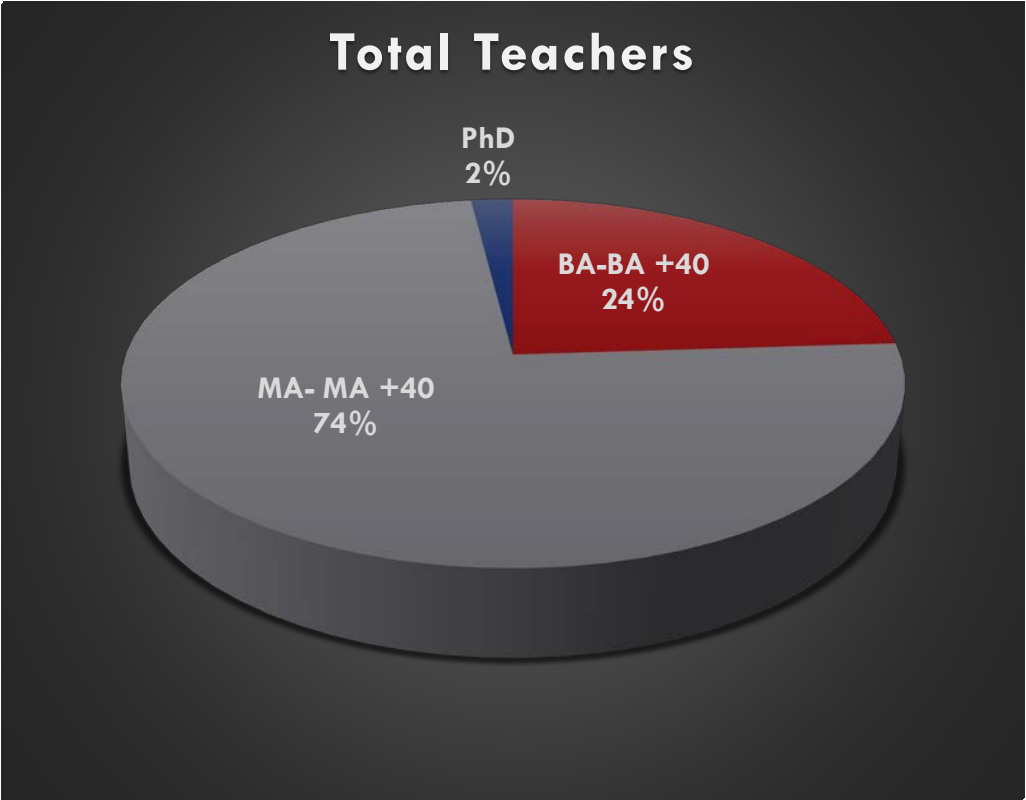
RICHFIELD
PUBLIC SCHOOLS

- Counselor to Student Ratio
- Middle School Counselor 1:460.5
- Senior High School Counselor 1:284.25
- RCEP Counselor 1:70
- Social Worker to Student Ratio
- Centennial 1:393
- Central 1:111
- RDLS 1:490
- RSTEM 1:637
- Sheridan 1:405
- Middle School 1:460.5
- RCEP 1:248
- Senior High 1:758
- SEC 1:22

Teacher Education Level

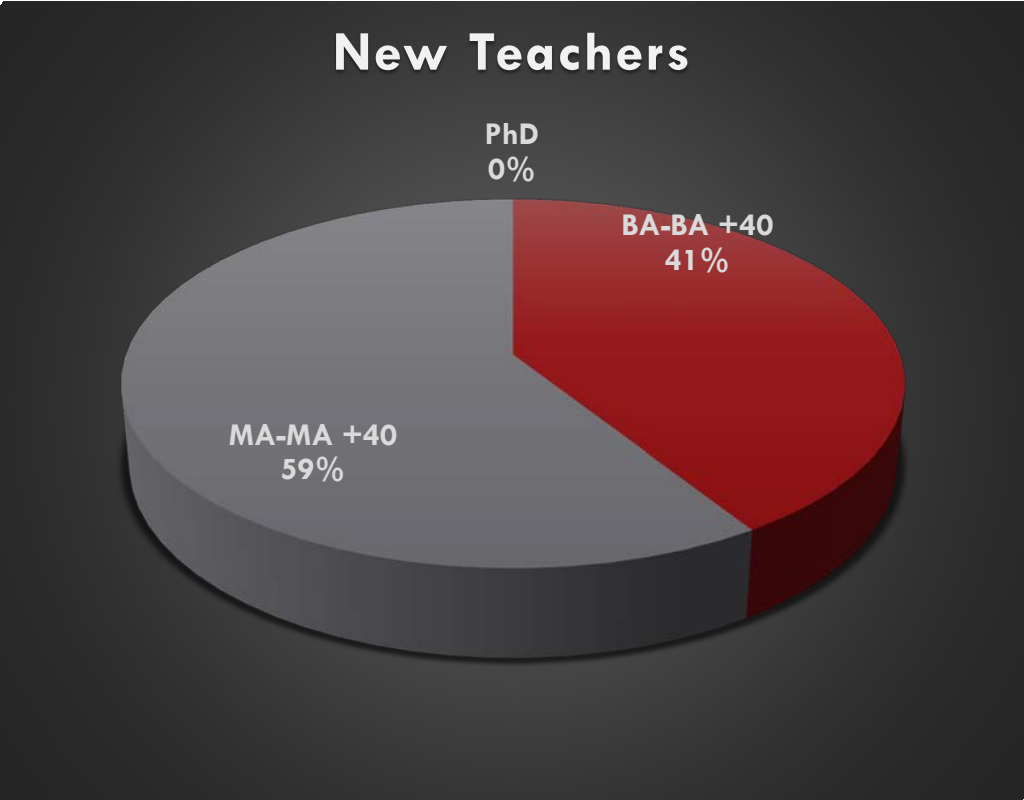
352 Current Teachers

268 teachers (76%) have a Masters degree or higher



51 New Teachers

30 teachers (59%) have a Masters degree or higher

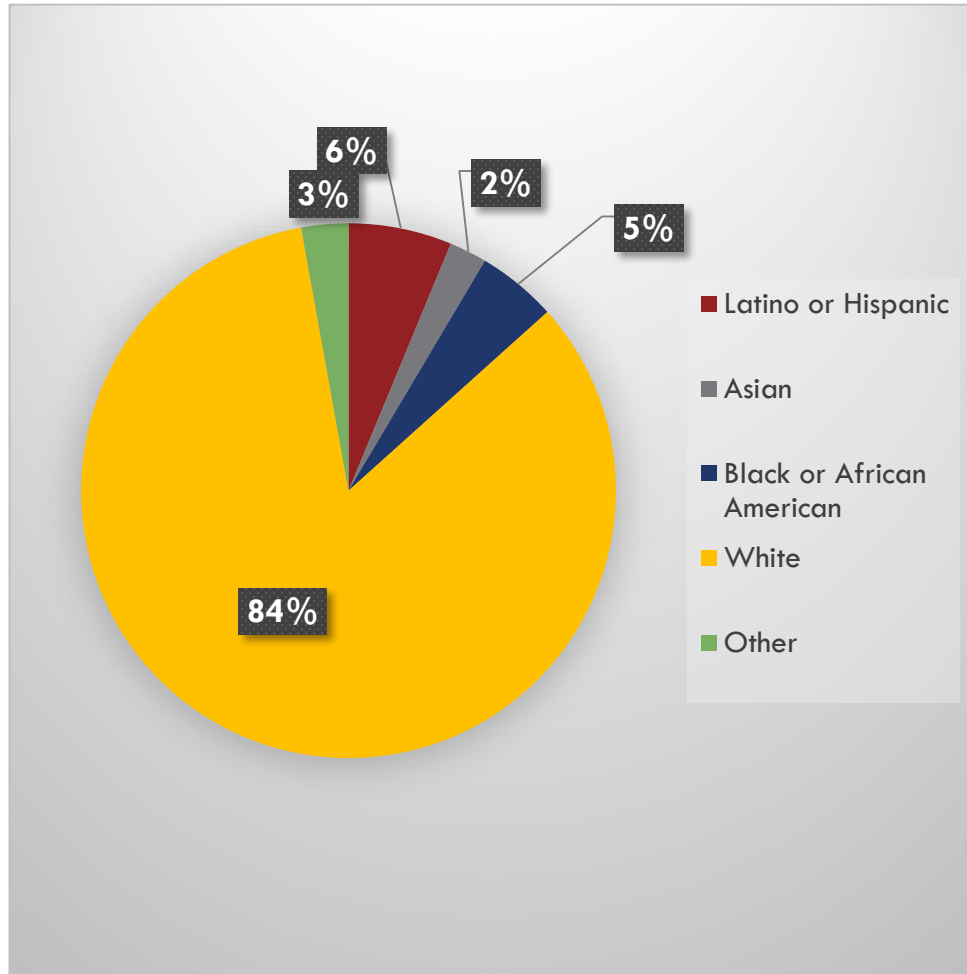


* 2 current vacancies

Teacher Diversity 2020-2021

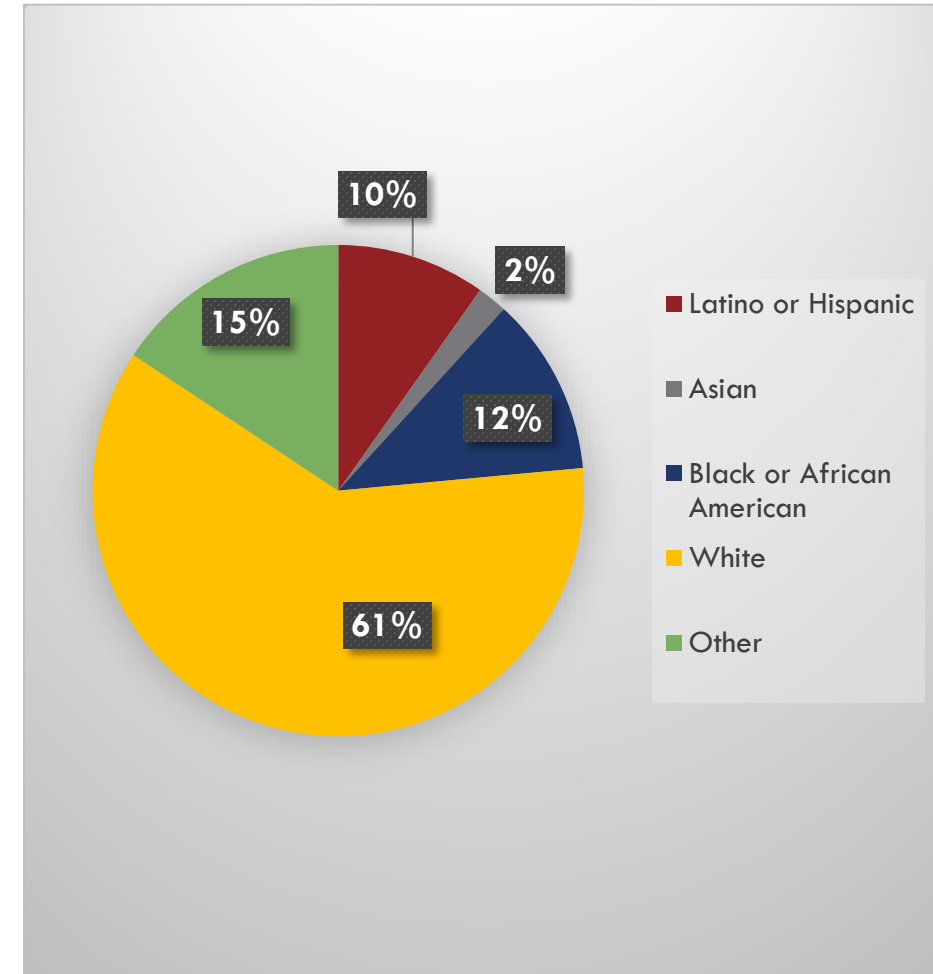
Current Teachers

352 current teachers



New Teachers

51 new teachers



*2 vacancies

Teacher Diversity

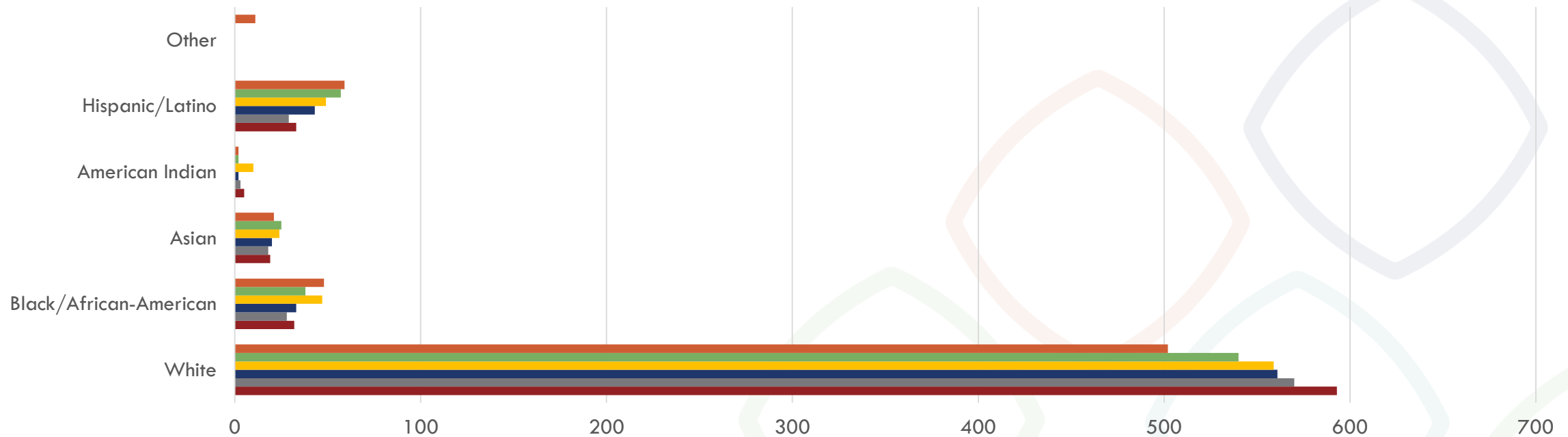
Year	2018-2019	2019-2020	2020-2021
Total Teachers	362	348	352
Hispanic/Latino	16	19	22
Asian	9	9	8
Black/African-American	15	11	17
White	322	309	295
Other	0	0	10

2015-2020 Employee Diversity Trend



RICHFIELD
PUBLIC SCHOOLS

Employee Diversity by Count



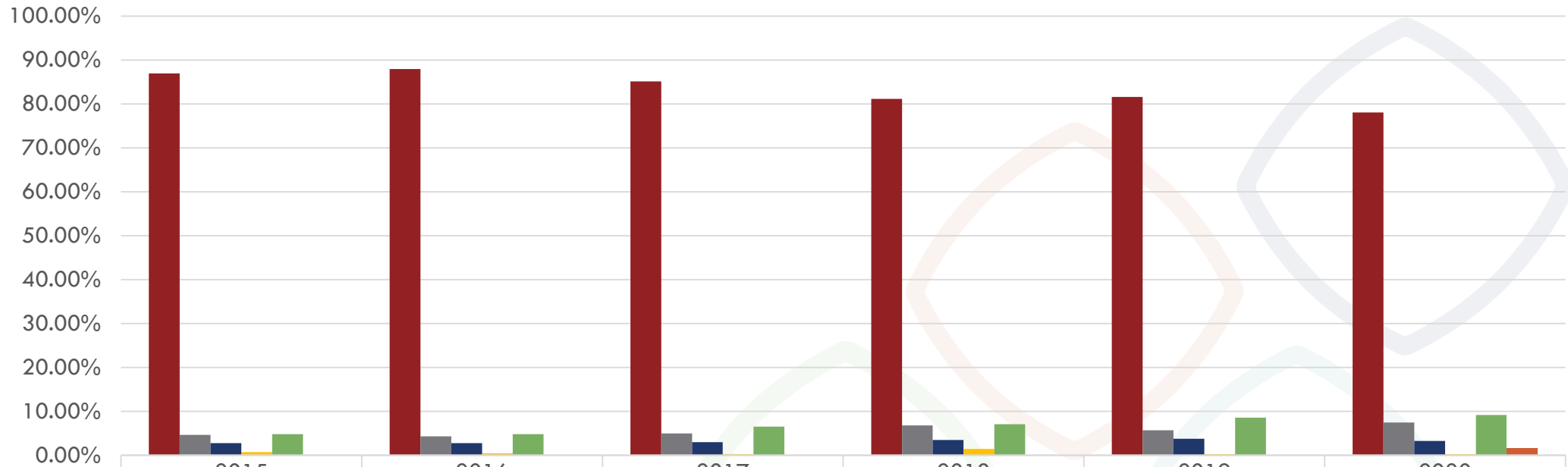
	White	Black/African-American	Asian	American Indian	Hispanic/Latino	Other
2020	502	48	21	2	59	11
2019	540	38	25	2	57	11
2018	559	47	24	10	49	11
2017	561	33	20	2	43	11
2016	570	28	18	3	29	11
2015	593	32	19	5	33	11

2015-2020 Employee Diversity Trend



RICHFIELD
PUBLIC SCHOOLS

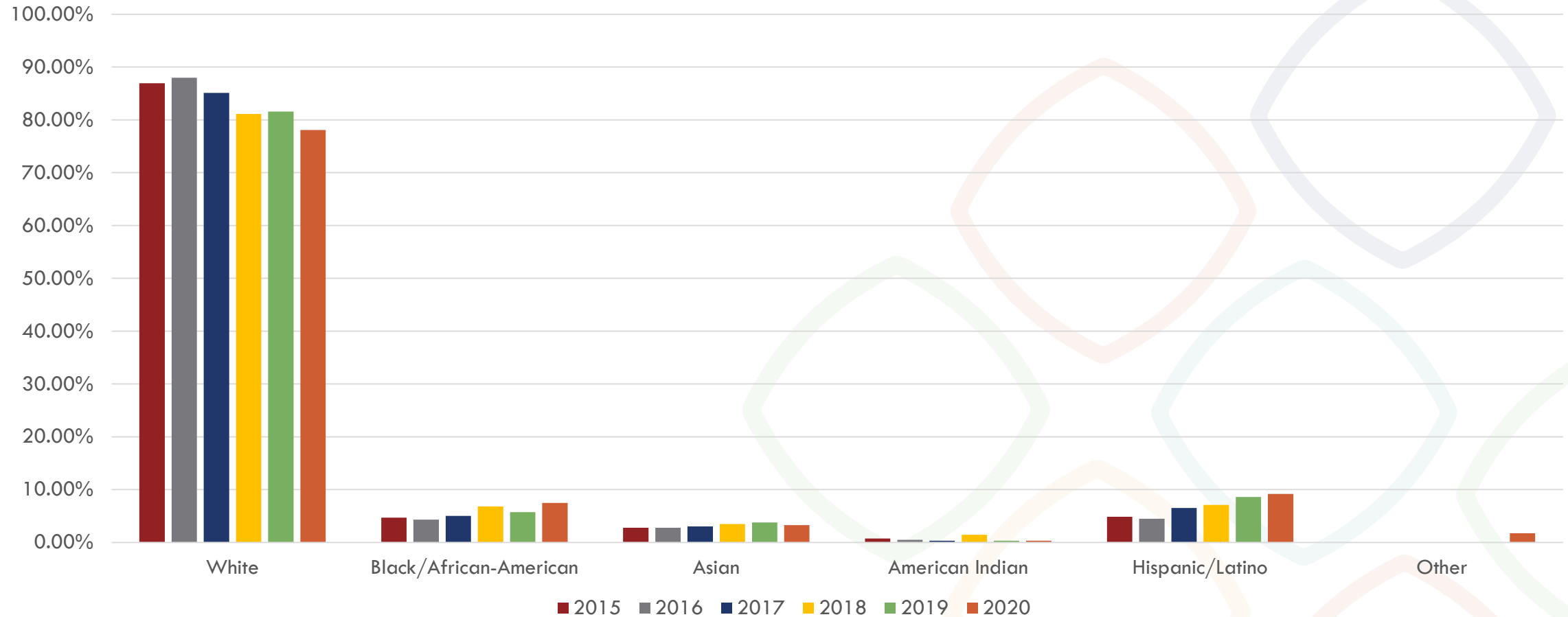
Employee % Race by Year



■ White	2015	2016	2017	2018	2019	2020
■ Black/African-American	86.95%	87.96%	85.13%	81.13%	81.57%	78.07%
■ Asian	4.69%	4.32%	5.01%	6.82%	5.74%	7.47%
■ American Indian	2.79%	2.78%	3.03%	3.48%	3.78%	3.27%
■ Hispanic/Latino	0.73%	0.46%	0.30%	1.45%	0.30%	0.31%
■ Other	4.84%	4.84%	6.53%	7.11%	8.61%	9.18%
	0.00%	0.00%	0.00%	0.00%	0.00%	1.71%

2015-2020 Total Staff by % Race

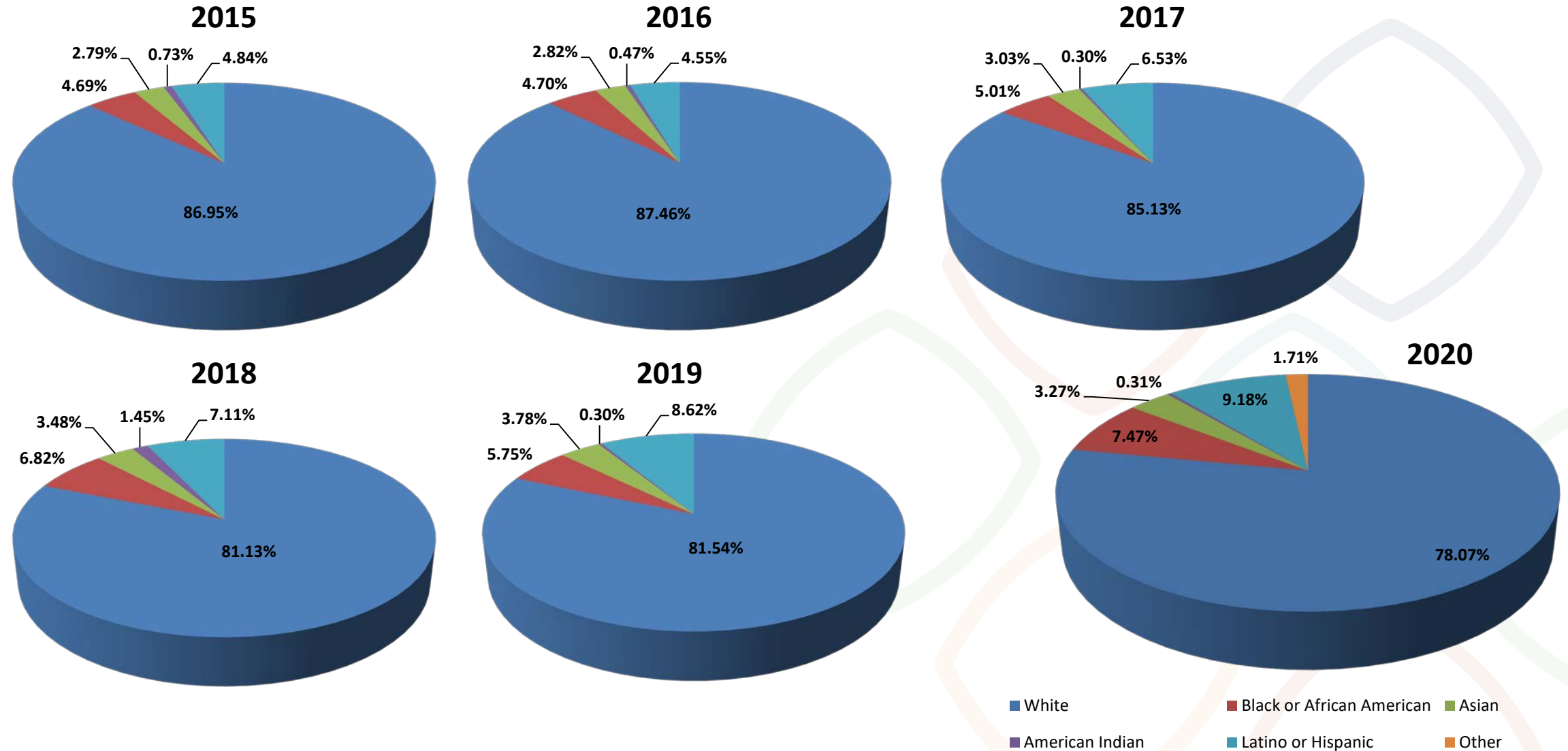
Total staff by % race



2015-2020 Total Staff by Race



RICHFIELD
PUBLIC SCHOOLS



QUESTIONS



RICHFIELD
PUBLIC SCHOOLS



**INFORMATION AND PROPOSALS –
NON-ACTION ITEMS**

Agenda Item III.C.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, December 21, 2020

Subject: Commendation for Every Meal

Richfield Public Schools would like to thank long-time partner Every Meal (formerly The Sheridan Story) for their donation of 70,000 units (individual half pints) of shelf stable milk for Richfield students and families. This is in addition to the weekend meal bags they have been providing to RPS families to ensure food stability for our learners. Thank you, Every Meal, for your dedication to ending hunger in our community!

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	299390	11/12/2020	ALL STATE COMMUNICATIONS INC	R	500.00
01	299391	11/12/2020	ARVIG ENTERPRISES INC	R	1,107.90
01	299392	11/12/2020	ASTLEFORD INTERNATIONAL	R	406.35
01	299393	11/12/2020	BEN FRANKLIN ELECTRIC INC	R	5,914.00
01	299394	11/12/2020	BLUETARP FINANCIAL	R	199.99
01	299395	11/12/2020	BRAND FARMS	R	1,680.00
01	299396	11/12/2020	BSI MECHANICAL, INC.	R	3,347.25
01	299397	11/12/2020	BSN SPORTS, LLC	R	1,076.45
01	299398	11/12/2020	CANON USA	R	4,038.49
01	299399	11/12/2020	CDW GOVERNMENT INC	R	21,900.00
01	299400	11/12/2020	CEDAR SMALL ENGINE	R	19.40
01	299401	11/12/2020	CENTENNIAL DANCE TEAM	R	600.00
01	299402	11/12/2020	CENTURYLINK	R	42.30
01	299403	11/12/2020	CEP ART & DESIGN	R	202.50
01	299404	11/12/2020	CITY OF RICHFIELD	R	1,570.87
01	299405	11/12/2020	COMCAST BUSINESS	R	774.48
01	299406	11/12/2020	CUB FOODS	R	164.49
01	299407	11/12/2020	DARRYL WALETZKO LLC	R	2,300.00
01	299408	11/12/2020	ECM PUBLISHERS INC	R	1,420.00
01	299409	11/12/2020	ECOLAB INC	R	815.08
01	299410	11/12/2020	EDUCATORS BENEFIT CONSULTANTS LLC	R	426.99
01	299411	11/12/2020	EXPLORE LEARNING, LLC	R	3,930.00
01	299412	11/12/2020	FASTENAL INDUSTRIAL	R	9.02
01	299413	11/12/2020	FLICEK WELDING	R	4,125.00
01	299414	11/12/2020	WW GRAINGER INC	R	97.54
01	299415	11/12/2020	H BROOKS AND COMPANY LLC	R	3,818.30
01	299416	11/12/2020	HAWKINS INC	R	3,252.34
01	299417	11/12/2020	HOBART SERVICE	R	924.50
01	299418	11/12/2020	HOGLUND BUS CO INC	R	1,233.04
01	299419	11/12/2020	HOME DEPOT U.S.A.	R	1,339.40
01	299420	11/12/2020	HOPE CHURCH	R	14,338.47
01	299421	11/12/2020	HUBERT COMPANY, LLC	R	883.21
01	299422	11/12/2020	INFRARED INSPECTIONS, INC.	R	13,080.00
01	299423	11/12/2020	INNOVATIVE OFFICE SOLUTIONS LLC	R	46.55
01	299424	11/12/2020	GRAMMOND JAY EDWARD	R	650.00
01	299425	11/12/2020	LEARNING A-Z	R	545.58
01	299426	11/12/2020	LOFFLER COMPANIES	R	64.00
01	299427	11/12/2020	METRO VOLLEYBALL OFFICIAL ASSOC LLC	R	1,224.00
01	299428	11/12/2020	NILFISK, INC.	R	15,487.79
01	299429	11/12/2020	NOVACARE REHABILITATION	R	150.00
01	299430	11/12/2020	NUESSELE, MARGARET	R	397.30
01	299431	11/12/2020	OLYMPIC COMMUNICATIONS INC	R	915.00
01	299432	11/12/2020	PAN O GOLD BAKING CO	R	386.60
01	299433	11/12/2020	PAPCO, INC.	R	10,675.00
01	299434	11/12/2020	PARAGON DEVELOPMENT SYSTEMS, INC.	R	1,366.20
01	299435	11/12/2020	PLAINVIEW MILK PRODUCTS COOPERATIVE	R	7,190.88
01	299436	11/12/2020	PROFESSIONAL WIRELESS COMMUNICATION	R	313.00
01	299437	11/12/2020	RAPTOR TECHNOLOGIES, LLC	R	3,710.00
01	299438	11/12/2020	SHERWIN WILLIAMS CO	R	605.08

01	299439	11/12/2020	SUMMIT COMPANIES	R	2,902.40
01	299440	11/12/2020	TIERNEY BROTHERS INC	R	2,827.18
01	299441	11/12/2020	TRIO SUPPLY COMPANY	R	1,206.42
01	299442	11/12/2020	TRISTATE BOBCAT INC	R	84.19
01	299443	11/12/2020	TWIN CITY HARDWARE	R	488.71
01	299445	11/12/2020	UPPER LAKES FOODS	R	24,462.95
01	299446	11/12/2020	VERIZON WIRELESS	R	508.41
01	299447	11/12/2020	WORLD FUEL SERVICES, INC.	R	704.93
01	299448	11/12/2020	COX SUBSCRIPTIONS INC	R	17.64
01	299449	11/12/2020	XCEL ENERGY	R	5,396.68
01	299450	11/13/2020	CINTAS	R	411.12
01	299451	11/13/2020	CINTAS	R	170.72
01	299452	11/19/2020	AGATE SR DERRICK	R	79.00
01	299453	11/19/2020	ANDERSON BRENDA	R	20.00
01	299454	11/19/2020	ARAMARK	R	4,278.99
01	299455	11/19/2020	ARTHUR R GIBBS III	R	20.00
01	299456	11/19/2020	BECCARD SETH	R	89.00
01	299457	11/19/2020	BLOOMINGTON ELECTRIC COMPANY	R	18,783.40
01	299458	11/19/2020	BLUE CROSS BLUE SHIELD OF MINNESOTA	R	1,369.20
01	299459	11/19/2020	BLUETARP FINANCIAL	R	149.99
01	299460	11/19/2020	BRIGGS HEATHER	R	20.00
01	299461	11/19/2020	BRIGGS PAUL	R	20.00
01	299462	11/19/2020	CARQUEST AUTO PARTS	R	337.39
01	299463	11/19/2020	CENTURYLINK	R	71.00
01	299464	11/19/2020	CHASKA PARKS & RECREATION	R	4,548.75
01	299465	11/19/2020	CINTAS CORPORATION NO 2	R	139.52
01	299466	11/19/2020	DARRYL WALETZKO LLC	R	1,320.00
01	299467	11/19/2020	DELL MARKETING LP	R	4,336.44
01	299468	11/19/2020	DICKS LAKEVILLE SANITATION INC	R	12,548.53
01	299469	11/19/2020	DIGI INTERNATIONAL, INC.	R	330.00
01	299470	11/19/2020	DINGLEY JOHN HAROLD	R	35.00
01	299471	11/19/2020	DOLLIFF INC	R	48,898.31
01	299472	11/19/2020	DTB SYSTEMS, INC.	R	1,089.65
01	299473	11/19/2020	DISCOUNT SCHOOL SUPPLY	R	4,672.98
01	299474	11/19/2020	ECOLAB INC	R	133.55
01	299475	11/19/2020	FASTSIGNS	R	66.20
01	299476	11/19/2020	FINANGER PHILLIP J	R	100.00
01	299477	11/19/2020	FIREFLY COMPUTERS, LLC	R	4,550.00
01	299478	11/19/2020	GRAHAM THOMAS	R	50.00
01	299479	11/19/2020	WW GRAINGER INC	R	1,043.84
01	299480	11/19/2020	GROTH MUSIC COMPANY	R	369.98
01	299481	11/19/2020	HASSE TYLER	R	89.00
01	299482	11/19/2020	HILLYARD	R	4,095.16
01	299483	11/19/2020	HUMISTON DANIAL K	R	20.00
01	299484	11/19/2020	IIX INSURANCE INFORMATION EXCHANGE	R	87.40
01	299485	11/19/2020	INNOVATIVE OFFICE SOLUTIONS LLC	R	19,491.24
01	299486	11/19/2020	JUNK MASTERS LLC	R	2,545.00
01	299487	11/19/2020	KARNAS MIKE	R	91.00
01	299488	11/19/2020	KLEIS MARIA	R	20.00
01	299489	11/19/2020	LARSON KEITH	R	50.00

01	299490	11/19/2020	LASH, VALERIE	R	100.00
01	299491	11/19/2020	LEROY'S GREAT BEAR	R	35.00
01	299492	11/19/2020	LOFFLER	R	1,225.09
01	299493	11/19/2020	LOFFLER COMPANIES	R	116.95
01	299494	11/19/2020	MASSP-MN ASSOCIATION	R	964.00
01	299495	11/19/2020	MATRIX COMMUNICATIONS INC	R	2,176.33
01	299496	11/19/2020	MIDWEST BUS PARTS INC	R	7.90
01	299497	11/19/2020	MINNESOTA STATE HIGH SCHOOL LEAGUE	R	7,053.00
01	299498	11/19/2020	MOOK MAUREEN	R	50.00
01	299499	11/19/2020	MORBEN BRYAN	R	89.00
01	299500	11/19/2020	MTI DISTRIBUTING CO	R	18,797.88
01	299501	11/19/2020	NEW DOMINION SCHOOL	R	3,963.04
01	299502	11/19/2020	NEWS 2 YOU INC	R	199.68
01	299503	11/19/2020	NILFISK, INC.	R	19,578.25
01	299504	11/19/2020	OCCUPATIONAL MEDICINE CONSULTANTS	R	150.00
01	299505	11/19/2020	PLOENZKE DANIEL EUGENE	R	75.00
01	299506	11/19/2020	PRO ED INC	R	165.00
01	299507	11/19/2020	PROFESSIONAL WIRELESS COMMUNICATION	R	2,551.85
01	299508	11/19/2020	PUMP & METER SERVICE	R	525.00
01	299509	11/19/2020	RAMIREZ ANTONIO	R	20.00
01	299510	11/19/2020	RAMIREZ JASMIN	R	20.00
01	299511	11/19/2020	RANADE PIYUSH	R	89.00
01	299512	11/19/2020	RUPP ANDERSON SQUIRES & WALDSPURGER	R	3,429.20
01	299513	11/19/2020	SCHOLASTIC INC	R	265.90
01	299514	11/19/2020	SHAVOR THERESA	R	20.00
01	299515	11/19/2020	SKOF BRYAN	R	20.00
01	299516	11/19/2020	PARK ADAM TRANSPORTATION	R	44,182.72
01	299517	11/19/2020	SUPER DUPER PUBLICATIONS	R	189.00
01	299518	11/19/2020	SVL SERVICE COMPANY	R	893.00
01	299519	11/19/2020	UNITED HEALTHCARE	R	159.60
01	299520	11/19/2020	UNITED HEALTHCARE INSURANCE CO	R	479.54
01	299521	11/19/2020	VIG SOLUTIONS INC	R	1,425.00
01	299522	11/19/2020	VISTA HIGHER LEARNING	R	30,007.48
01	299523	11/19/2020	VOXLAND LORI	R	20.00
01	299524	11/19/2020	WALZ CHRISTINE M	R	35.00
01	299525	11/19/2020	WALZ JEFFREY	R	20.00
01	299526	11/19/2020	TREMCO/WEATHERPROOFING TECH, INC.	R	11,895.00
01	299527	11/19/2020	WILSON JOHN	R	89.00
01	299528	11/19/2020	XCEL ENERGY	R	860.49
01	299529	11/19/2020	ZUBAN FAMETTA	R	20.00
01	V610403	11/19/2020	SUE D BESSER	R	10.07
01	V610404	11/19/2020	EVELYN K CAMPOS	R	2.02
01	V610405	11/19/2020	LALINDA D JAYAMANNE	R	30.00
01	V610406	11/19/2020	LEAH M LANNERS	R	150.00
01	V610407	11/19/2020	YONG HUA QUAN	R	150.00
01	V610408	11/19/2020	BETTIE J RONNING	R	150.00
01	V610409	11/19/2020	LORI M VOIGT	R	50.00
01	299530	11/24/2020	ALL FURNITURE INC	R	1,183.82
01	299531	11/24/2020	ALL STATE COMMUNICATIONS INC	R	60,294.28
01	299532	11/24/2020	AMERICAN DRAPERY SYSTEMS, INC.	R	27,095.00

01	299533	11/24/2020	AQUA ENGINEERING INC	R	16,860.00
01	299534	11/24/2020	BRAUN INTERTEC CORP	R	5,996.00
01	299535	11/24/2020	CORVAL CONSTRUCTION	R	432,512.24
01	299536	11/24/2020	EBERT CONSTRUCTION	R	98,640.55
01	299537	11/24/2020	ELECTRO SIGNS & DESIGN	R	6,812.50
01	299538	11/24/2020	ENVIRONMENTAL PLANT SERVICES, INC.	R	75,914.95
01	299539	11/24/2020	H2I GROUP, INC.	R	5,647.00
01	299540	11/24/2020	ICS CONSULTING, INC.	R	76,699.08
01	299541	11/24/2020	INNOVATIVE OFFICE SOLUTIONS LLC	R	2,857.78
01	299542	11/24/2020	LS BLACK CONSTRUCTORS, INC.	R	346,016.63
01	299543	11/24/2020	MID MINNESOTA STORAGE	R	180.00
01	299544	11/24/2020	SHAW-LUNDQUIST ASSOCIATES, INC.	R	896,000.65
01	299545	11/24/2020	INDIGO SIGNWORKS, INC.	R	1,422.50
01	299546	11/24/2020	WOLD ARCHITECTS AND ENGINEERS	R	51,381.27
01	299547	11/25/2020	ALLIED PROFESSIONALS, INC.	R	2,830.50
01	299548	11/25/2020	AMPLIFIED IT LLC	R	30,936.00
01	299549	11/25/2020	ANDERSON BRENDA	R	40.00
01	299550	11/25/2020	AQUA ENGINEERING INC	R	4,911.20
01	299551	11/25/2020	BARKER-HAMMER & ASSOCIATES INC.	R	8,050.00
01	299552	11/25/2020	BAUSCHELT PATRICK	R	91.00
01	299553	11/25/2020	BEAN WILLIAM A	R	2.00
01	299554	11/25/2020	BECCARD SETH	R	89.00
01	299555	11/25/2020	BERG ADAM	R	2.00
01	299556	11/25/2020	BLUE CROSS BLUE SHIELD OF MINNESOTA	R	4,256.00
01	299557	11/25/2020	BOHMBACH JOHN	R	2.00
01	299558	11/25/2020	BRAND FARMS	R	840.00
01	299559	11/25/2020	BRINK'S INCORPORATED	R	1,317.65
01	299560	11/25/2020	BUSINESS ESSENTIALS	R	123.56
01	299561	11/25/2020	CASEY MICHAEL TODD	R	2.00
01	299562	11/25/2020	CATALYST BUYING GROUP LLC	R	934.99
01	299563	11/25/2020	CHRISTIAN BRENDA	R	20.00
01	299564	11/25/2020	CINTAS CORPORATION NO 2	R	130.14
01	299565	11/25/2020	CITY OF RICHFIELD	R	525.00
01	299566	11/25/2020	CITY OF RICHFIELD	R	6,561.03
01	299567	11/25/2020	CULLIGAN SOFT WATER	R	9.50
01	299568	11/25/2020	DARK KNIGHT SOLUTIONS, LLC	R	350.00
01	299569	11/25/2020	DEAN ROBERT JOHNSON	R	115.00
01	299570	11/25/2020	DIGITAL INSURANCE LLC	R	3,537.00
01	299571	11/25/2020	ECM PUBLISHERS INC	R	107.10
01	299572	11/25/2020	FINANGER PHILLIP J	R	100.00
01	299573	11/25/2020	FURTHER	R	5,751.00
01	299574	11/25/2020	GEORGAKOPOULOS, TESS	R	20.00
01	299575	11/25/2020	WW GRAINGER INC	R	17.30
01	299576	11/25/2020	GROUP MEDICAREBLUE RX	R	6,820.00
01	299577	11/25/2020	H BROOKS AND COMPANY LLC	R	4,698.74
01	299578	11/25/2020	HAMMOND MICHELLE L	R	20.00
01	299579	11/25/2020	HASSE TYLER	R	89.00
01	299580	11/25/2020	HEINEMANN	R	555.50
01	299581	11/25/2020	HILLYARD	R	3,100.30
01	299582	11/25/2020	HOGAN ASSESSMENT SYSTEMS INC	R	1,400.00

01	299583	11/25/2020	IDEAL ENERGIES LLC	R	992.09
01	299584	11/25/2020	INNOVATIVE OFFICE SOLUTIONS LLC	R	46.25
01	299585	11/25/2020	INSTITUTE FOR ENVIROMENTAL	R	10,753.75
01	299586	11/25/2020	INTERNATIONAL OFFICE TECHNOLOGIES	R	450.00
01	299587	11/25/2020	IXL LEARNING	R	1,388.00
01	299588	11/25/2020	KARNAS MIKE	R	79.00
01	299589	11/25/2020	KINECT ENERGY INC	R	11,152.73
01	299590	11/25/2020	KOVACH JIM	R	2.00
01	299591	11/25/2020	LANGUAGE LINE SERVICE	R	9,122.28
01	299592	11/25/2020	LASH, VALERIE	R	70.00
01	299593	11/25/2020	LEARNING A-Z	R	295.96
01	299594	11/25/2020	LOFFLER COMPANIES	R	308.00
01	299595	11/25/2020	MADISON NATIONAL LIFE INS CO INC	R	16,766.15
01	299596	11/25/2020	MALLOY MONTAGUE KARNOWSKI & RADO	R	4,900.00
01	299597	11/25/2020	MEDTOX LABORATORIES INC	R	23.17
01	299598	11/25/2020	MESPA-MN ELEMENTARY	R	689.00
01	299599	11/25/2020	MIGNEAULT AMBER	R	20.00
01	299600	11/25/2020	MILES SARA	R	100.00
01	299601	11/25/2020	MOOK GREG	R	40.00
01	299602	11/25/2020	MORBEN BRYAN	R	89.00
01	299603	11/25/2020	MPLS PUBLIC SCHOOL SPECIAL DIST 1	R	11,919.28
01	299604	11/25/2020	ODONNELL BAYLEE ANN	R	10.00
01	299605	11/25/2020	PAN O GOLD BAKING CO	R	190.40
01	299606	11/25/2020	HOLISTIC KNEADS LLC	R	210.00
01	299607	11/25/2020	PETERSEN JENNIFER	R	20.00
01	299608	11/25/2020	PITNEY BOWES	R	72.67
01	299609	11/25/2020	POVOLNY KATHLEEN IGOE	R	10.00
01	299610	11/25/2020	PREMIER LIGHTING INC	R	5,051.02
01	299611	11/25/2020	PREMIUM WATERS INC	R	28.00
01	299612	11/25/2020	PROFESSIONAL WIRELESS COMMUNICATION R	R	15,560.00
01	299613	11/25/2020	PTM DOCUMENT SYSTEMS	R	142.40
01	299614	11/25/2020	RANADE PIYUSH	R	89.00
01	299615	11/25/2020	RATWIK ROSZAK & MALONEY PA	R	109.00
01	299616	11/25/2020	RELIABLE DRUG & ALCOHOL INC.	R	20.00
01	299617	11/25/2020	RICHFIELD READY	R	154.00
01	299618	11/25/2020	ROBERTS, ALICIA	R	5.00
01	299619	11/25/2020	RYAN JEANNIE M	R	622.51
01	299620	11/25/2020	SCHOLASTIC INC	R	329.67
01	299621	11/25/2020	SCHOOL SERVICE EMPLOYEES UNION	R	8,067.14
01	299622	11/25/2020	SCHOOL SPECIALTY INC	R	1,693.70
01	299623	11/25/2020	SHAVOR THERESA	R	20.00
01	299624	11/25/2020	SKOF BRYAN	R	20.00
01	299625	11/25/2020	ST LOUIS PARK PUBLIC SCHL ISD 283	R	108.00
01	299626	11/25/2020	STOFFEL THERESE	R	20.00
01	299627	11/25/2020	STRATEGIC STAFFING SOLUTIONS	R	10,640.00
01	299628	11/25/2020	TAYLOR BRANDON	R	79.00
01	299629	11/25/2020	TIERNEY BROTHERS INC	R	61,470.00
01	299630	11/25/2020	TRIO SUPPLY COMPANY	R	237.42
01	299631	11/25/2020	TWIN CITY FILTER SERVICE INC	R	2,039.26
01	299632	11/25/2020	UNITED STATES TREASURER	R	430.00

01	299633	11/25/2020	UPPER LAKES FOODS	R	6,652.06
01	299634	11/25/2020	WHEELCO	R	765.00
01	299635	11/25/2020	WILSON JOHN	R	89.00
01	299636	11/25/2020	ZUBAN FAMETTA	R	20.00
01	299637	11/25/2020	CINTAS	R	172.20
01	299641	11/30/2020	AMAZON.COM SYNCB/AMAZON	R	12,637.05
TOTAL CHECKS & EPAYS					2,857,769.12

CHECK & E-PAY RUNS FOR 12/07/2020 BOARD REPORTS

BANK 05	DATE	AMOUNT
CHECKS	11/12/2020	177,863.85
	11/19/2020	287,922.42
	11/25/2020	272,535.42
	11/30/2020	12,637.05
BLESSED TRINITY CHECKS	11/13/2020	581.84
	11/25/2020	172.20
CONSTRUCTION CHECKS	11/24/2020	2,105,514.25
E-PAY	11/19/2020	542.09

CHECK REGISTER BANK 05 TOTAL =	2,857,769.12
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BREAKDOWN	
01-206-00	602,522.84
02-206-00	55,206.34
03-206-00	53,571.02
04-206-00	36,310.67
06-206-00	2,105,514.25
07-206-00	-
08-206-00	-
20-206-00	3,157.92
21-206-00	1,486.08
47-206-00	-
50-206-00	-
BANK TOTAL =	2,857,769.12

SUPERINTENDENT'S REPORT AND AGENDA

Regular Meeting of the Board of Education
Independent School District No. 280, Richfield, Minnesota

Richfield Public Schools *inspires* and *empowers* each individual to learn, grow and *excel*

Monday, December 7, 2020
7:00 p.m. School Board Meeting

I. CALL TO ORDER

The regular meeting of the Board of Education of ISD 280, Hennepin County, Richfield, Minnesota was held on Monday, December 7, 2020 in a virtual format due to the current federal and state emergency declarations and guidance about limiting person-to-person contact because of the COVID-19 (coronavirus) pandemic. Chair Crystal Brakke called the Regular Board Meeting to order at 7:04 pm with the following school board members in attendance: Cole, Maleck, Pollis, Smisek, and Toensing.

Student board representatives Tyler Jake and Naomi Ferguson were present. Administrators present were Superintendent Unowsky, Asst. Superintendent Daniels, Executive Director Clarkson, and Chief HR & Admin Officer Holje.

II. REVIEW AND APPROVAL OF THE AGENDA

Motion by Toensing, seconded by Maleck, and unanimously carried, the Board of Education approved the agenda.

III. INFORMATION AND PROPOSALS -- NON-ACTION ITEMS

A. Superintendent Update

1. Truth in Taxation Hearing
2. Reminder About Board Reorganization in January
3. STEM Presentation
4. Strategic Plan Update

IV. CONSENT AGENDA

Motion by Maleck, seconded by Pollis, and unanimously carried, the Board of Education approved the consent agenda.

A. Routine Matters

1. Minutes of the regular meeting held November 16, 2020
2. General Disbursements as of 11/30/20 in the amount of \$2,857,769.12
3. Investment Holdings

B. Personnel Items

Administration Full Time – Resignation

Tia Clasen - Director of Curricular Learning – District

Certified Full Time – Retirement

Phoebe Anderson - School Nurse – District
Karen Holmes – Special Education Teacher – RHS

Classified Full Time Position for Employment - Administrative and Management Support Professional

Audrey Santos – 40 hr/wk – Administrative Asst 2 – Central Education Center/Community ED

Classified Part Time Position For Employment – Paraprofessional

Cara Halvorson – 35 hr/wk - Special Education Paraprofessional – R-STEM

Morgan Wetterberg – 35 hr/wk – Special Education Paraprofessional – Sheridan Hills

Eric Mayo - 32.5 hrs/wk - Special Education Para - R-STEM

Dane Smith - 40 hr/wk - Instructional Assessment Para - DW

Classified Full Time For Employment - Facilities & Transportation

LeAnn Tepper Carroll - 40 hr/wk - Bus driver/bldg cleaner - Sheridan Hills

V. OLD BUSINESS

- A. Policy 201 - Legal Status of the School Board - final read

Motion by Toensing, seconded by Maleck, and unanimously carried, the Board of Education approved the revised policy.

- B. Policy 115 - Equity - second read

VI. NEW BUSINESS

- A. Policy 407 - Leaves of Absence & Policy 481 - Leaves of Absence for Classified Personnel - first read
- B. Policy 103 - Racial, Religious, and Sexual Harassment and Violence & Administrative Guideline 103.2 - first read
- C. Policy 113 - Bullying Prohibition - first read
- D. Policy 709 - Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System & Administrative Guideline 709.1 - first read
- E. Policy 715 - Purchasing & Administrative Guideline 715.1 - first read
- F. Legislative Platform
- G. Levy Certification

Motion by Pollis, seconded by Toensing, and unanimously carried, the Board of Education approved the levy certification.

- H. Donations

Motion by Smisek, seconded by Maleck, and unanimously carried, the Board of Education accepts the donations with gratitude.

VI. ADVANCE PLANNING

- A. Legislative Update
- B. Information and Questions from Board
- C. Future Meeting Dates

12-21-2020	7:00 p.m.	Regular Board Meeting - Public Comment
1-4-2021	7:00 p.m.	Regular Board Meeting

D. Suggested/Future Agenda Items

VII. CLOSED SESSION AS ALLOWED BY MINNESOTA STATUTE 13D.03 FOR LABOR NEGOTIATIONS STRATEGY

Motion by Maleck, seconded by Pollis, and unanimously carried, the Board of Education moved into closed session at 9:35 pm.

VIII. REOPEN MEETING

Motion by Toensing, seconded by Pollis, and unanimously carried, the Board of Education moved into open session at 9:57 pm.

IX. ADJOURN REGULAR MEETING

Chair Brakke adjourned the meeting at 9:58 pm.

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	299642	12/03/2020	ALL FURNITURE INC	R	539.72
01	299643	12/03/2020	BRAMBILLA'S LEASE SYSTEMS, INC	R	2,161.00
01	299644	12/03/2020	CANON USA	R	4,038.49
01	299645	12/03/2020	CITY OF RICHFIELD	R	6,785.59
01	299646	12/03/2020	COMCAST	R	270.12
01	299647	12/03/2020	COMCAST BUSINESS	R	244.74
01	299648	12/03/2020	ECM PUBLISHERS INC	R	428.40
01	299649	12/03/2020	FIREFLY COMPUTERS, LLC	R	136,409.98
01	299650	12/03/2020	GLOBAL EQUIPMENT COMPANY	R	2,659.25
01	299651	12/03/2020	WW GRAINGER INC	R	603.10
01	299652	12/03/2020	HR SIMPLIFIED INC.	R	596.00
01	299653	12/03/2020	INTERSTATE STRIPING	R	3,920.00
01	299654	12/03/2020	LEARNING A-Z	R	147.98
01	299655	12/03/2020	METRO APPLIANCE RECYCLING	R	5,169.70
01	299656	12/03/2020	MINNESOTA HISTORICAL SOCIETY	R	3,975.00
01	299657	12/03/2020	MULTILINGUAL WORD INC	R	490.00
01	299658	12/03/2020	NEW DOMINION SCHOOL	R	2,476.90
01	299659	12/03/2020	ON SITE SANITATION	R	667.25
01	299660	12/03/2020	INNOCENT TECHNOLOGIES LLC	R	35,000.00
01	299661	12/03/2020	STRATEGIC STAFFING SOLUTIONS	R	1,305.00
01	299662	12/03/2020	TIERNEY BROTHERS INC	R	7,125.00
01	299663	12/03/2020	VALLEY RICH CO INC	R	17,600.00
01	299664	12/03/2020	VSP VISION SERVICE PLAN	R	2,991.15
01	299665	12/03/2020	XCEL ENERGY	R	21,277.66
01	V610410	12/03/2020	ERIC ANDERSON	R	59.83
01	V610411	12/03/2020	MIRIAM A CASTRO SANJUAN	R	40.00
01	V610412	12/03/2020	PHIL N CEDER	R	40.00
01	V610413	12/03/2020	MARY L CLARKSON	R	70.00
01	V610414	12/03/2020	LATANYA R DANIELS	R	70.00
01	V610415	12/03/2020	GEORGE A DENNIS	R	35.00
01	V610416	12/03/2020	JARED ELLERSON	R	70.00
01	V610417	12/03/2020	MAUREEN K FEYEN	R	283.64
01	V610418	12/03/2020	RYAN D FINKE	R	70.00
01	V610419	12/03/2020	PETER J FITZPATRICK	R	40.00
01	V610420	12/03/2020	STEVEN T FLUCAS	R	70.00
01	V610421	12/03/2020	MICHAEL L FRANKENBERG	R	70.00
01	V610422	12/03/2020	RACHEL GENS	R	70.00
01	V610423	12/03/2020	AREND J GEURINK	R	70.00
01	V610424	12/03/2020	JAMES A GILLIGAN	R	70.00
01	V610425	12/03/2020	CHRISTINA M GONZALEZ	R	70.00
01	V610426	12/03/2020	KYLE L GUSTAFSON	R	40.00
01	V610427	12/03/2020	KEVIN D HARRIS	R	40.00
01	V610428	12/03/2020	JAMES L HILL	R	40.00
01	V610429	12/03/2020	SUZANNE A HILLER	R	48.51
01	V610430	12/03/2020	CARLONDREA D HINES	R	70.00
01	V610431	12/03/2020	JESSICA M HOFFMAN	R	40.00
01	V610432	12/03/2020	CRAIG D HOLJE	R	70.00
01	V610433	12/03/2020	CORY J KLINGE	R	70.00
01	V610434	12/03/2020	DANIEL E KRETSINGER	R	70.00

01	V610435	12/03/2020	ANOOP KUMAR	R	40.00
01	V610436	12/03/2020	COLLEEN M MAHONEY	R	70.00
01	V610437	12/03/2020	MICHAEL A MANNING	R	70.00
01	V610438	12/03/2020	DANIEL P MCGINN	R	40.00
01	V610439	12/03/2020	DOUG R MCMEEKIN	R	70.00
01	V610440	12/03/2020	CAROLE R MCNAUGHTON-COMMERS	R	70.00
01	V610441	12/03/2020	KENT D MEYER	R	70.00
01	V610442	12/03/2020	ALECIA M MOBLEY	R	70.00
01	V610443	12/03/2020	LISA M NEGUS	R	70.00
01	V610444	12/03/2020	ERIN H NEILON	R	40.00
01	V610445	12/03/2020	ROBERT G OLSON	R	40.00
01	V610446	12/03/2020	MARK S PEDERSEN	R	40.00
01	V610447	12/03/2020	DENNIS E PETERSON	R	35.00
01	V610448	12/03/2020	CASSANDRA QUAM	R	70.00
01	V610449	12/03/2020	RENEE C REED-KARSTENS	R	40.00
01	V610450	12/03/2020	CHRISTINA G RHOADES	R	21.51
01	V610451	12/03/2020	KEITH D RIEF	R	40.00
01	V610452	12/03/2020	TERESA L ROSEN	R	70.00
01	V610453	12/03/2020	MAUREEN E RUHLAND	R	40.00
01	V610454	12/03/2020	MARTA I SHAHSAVAND	R	70.00
01	V610455	12/03/2020	NANCY J STACHEL	R	70.00
01	V610456	12/03/2020	PATRICK M SURE	R	40.00
01	V610457	12/03/2020	STACY THEIEN-COLLINS	R	70.00
01	V610458	12/03/2020	VLADIMIR S TOLEDO	R	40.00
01	V610459	12/03/2020	IAN D TOLENTINO	R	40.00
01	V610460	12/03/2020	STEVEN P UNOWSKY	R	270.00
01	V610461	12/03/2020	STEPHEN C URBANSKI	R	40.00
01	V610462	12/03/2020	CARRIE A VALA	R	70.00
01	V610463	12/03/2020	JENNIFER K VALLEY	R	70.00
01	V610464	12/03/2020	RYAN WAGNER	R	40.00
01	V610465	12/03/2020	REBECCA S WALD	R	40.00
01	V610466	12/03/2020	KASYA L WILLHITE	R	70.00
01	V610467	12/03/2020	AMY J WINTER AHSENMACHER	R	70.00
01	V2100769	12/04/2020	P-CARD BAIRD LISA	R	9,622.98
01	V2100770	12/04/2020	P-CARD BROWN MATTHEW	R	189.96
01	V2100772	12/04/2020	P-CARD BRUNNER PATTI	R	30,017.92
01	V2100773	12/04/2020	P-CARD BURT EMILY	R	905.76
01	V2100774	12/04/2020	P-CARD BURT STEPHANIE	R	315.07
01	V2100775	12/04/2020	P-CARD CARUSO MATTHEW	R	79.82
01	V2100776	12/04/2020	P-CARD DINGMAN KRISTI	R	44.00
01	V2100777	12/04/2020	P-CARD ELLERSON JARED	R	47.72
01	V2100778	12/04/2020	P-CARD FINDLEY LAMPKIN MELISSA	R	244.52
01	V2100779	12/04/2020	P-CARD FINKE RYAN	R	9.99
01	V2100780	12/04/2020	P-CARD GEURINK AREND	R	1,819.61
01	V2100781	12/04/2020	P-CARD HINES CARLONDREA	R	2,424.30
01	V2100782	12/04/2020	P-CARD KRETSINGER DAN	R	6,992.93
01	V2100783	12/04/2020	P-CARD LANZENDORFER TERRI	R	3,398.58
01	V2100784	12/04/2020	P-CARD MACE CHRISTI JO	R	392.63
01	V2100785	12/04/2020	P-CARD MAHONEY COLLEEN	R	241.77
01	V2100786	12/04/2020	P-CARD MANNING MICHAEL	R	29.00

01	V2100787	12/04/2020	P-CARD MARYN ANGELA	R	2,028.79
01	V2100788	12/04/2020	P-CARD MCGINN DAN	R	538.96
01	V2100789	12/04/2020	P-CARD MCNAUGHTON COMMERS CAROLE	R	216.00
01	V2100790	12/04/2020	P-CARD POMERLEAU DORIS	R	432.15
01	V2100791	12/04/2020	P-CARD SHAHSAVAND MARTA	R	245.00
01	V2100792	12/04/2020	P-CARD STACHEL NANCY	R	599.00
01	V2100793	12/04/2020	P-CARD VALLEY JENNIFER	R	987.78
01	V2100794	12/04/2020	P-CARD WILLHITE KASYA	R	195.00
01	V2100795	12/04/2020	P-CARD WINTER AMY	R	3,185.95
01	299666	12/07/2020	ALLSTATE LEASING	R	1,496.75
01	299667	12/07/2020	ASPIRE SOFTWARE DEVELOPMENT LLC	R	63,100.00
01	299668	12/07/2020	BRAND FARMS	R	840.00
01	299669	12/07/2020	COMMERCIAL KITCHEN	R	316.25
01	299670	12/07/2020	H BROOKS AND COMPANY LLC	R	1,592.35
01	299671	12/07/2020	HUBERT COMPANY, LLC	R	1,325.47
01	299672	12/07/2020	KINECT ENERGY INC	R	515.00
01	299673	12/07/2020	MINNESOTA DEPT OF HEALTH	R	35.00
01	299674	12/07/2020	PAN O GOLD BAKING CO	R	579.60
01	299675	12/07/2020	STAPLES BUSINESS CREDIT	R	6,437.38
01	299676	12/07/2020	TYSON FOODS INC	R	2,556.06
01	299677	12/07/2020	TRIO SUPPLY COMPANY	R	11,756.39
01	299678	12/07/2020	UPPER LAKES FOODS	R	18,270.17
01	299679	12/07/2020	XCEL ENERGY	R	14,438.31
01	299680	12/10/2020	ALL STATE COMMUNICATIONS INC	R	50,470.00
01	299681	12/10/2020	ALLIED 100, LLC	R	259.00
01	299682	12/10/2020	ALLIED PROFESSIONALS, INC.	R	1,428.00
01	299683	12/10/2020	APADANA LLC	R	24,055.00
01	299684	12/10/2020	AQUA ENGINEERING INC	R	306.30
01	299685	12/10/2020	ARVIG ENTERPRISES INC	R	1,107.90
01	299686	12/10/2020	BATTERIES R US	R	839.98
01	299687	12/10/2020	BAUER BUILT INC	R	166.00
01	299688	12/10/2020	BEST BUY BUSINESS ADVANTAGE	R	1,999.99
01	299689	12/10/2020	BLUETARP FINANCIAL	R	59.96
01	299690	12/10/2020	BSI MECHANICAL, INC.	R	3,132.60
01	299691	12/10/2020	CAPTIVATE MEDIA & CONSULTING	R	1,240.00
01	299692	12/10/2020	CARQUEST AUTO PARTS	R	154.28
01	299693	12/10/2020	CENTURYLINK	R	42.03
01	299694	12/10/2020	CEP ART & DESIGN	R	1,134.00
01	299695	12/10/2020	CHESS & STRATEGY GAME ASSOCIATION	R	261.12
01	299696	12/10/2020	CINTAS CORPORATION NO 2	R	417.50
01	299697	12/10/2020	CITY OF RICHFIELD	R	100.00
01	299698	12/10/2020	CITY OF RICHFIELD	R	1,094.01
01	299699	12/10/2020	CITY OF RICHFIELD	R	4,092.00
01	299700	12/10/2020	COMMUNITY EDUCATION-ADULT LEARN	R	38.02
01	299701	12/10/2020	CULLIGAN SOFT WATER	R	9.50
01	299702	12/10/2020	DICKS LAKEVILLE SANITATION INC	R	7,504.97
01	299703	12/10/2020	DISCOUNT SCHOOL SUPPLY	R	1,244.10
01	299704	12/10/2020	ECM PUBLISHERS INC	R	130.90
01	299705	12/10/2020	ECOLAB INC	R	493.39
01	299706	12/10/2020	EDUCATORS BENEFIT CONSULTANTS LLC	R	270.74

01	299707	12/10/2020	ESCOBAR GENEAH J	R	276.00
01	299708	12/10/2020	FASTENAL INDUSTRIAL	R	907.90
01	299709	12/10/2020	FIREFLY COMPUTERS, LLC	R	1,100.00
01	299710	12/10/2020	FLICEK WELDING	R	11,550.00
01	299711	12/10/2020	FLOYD LOCK AND SAFE	R	52.50
01	299712	12/10/2020	GEORGAKOPOULOS, TESS	R	20.00
01	299713	12/10/2020	WW GRAINGER INC	R	577.38
01	299714	12/10/2020	H&B SPECIALIZED PRODUCTS INC	R	993.00
01	299715	12/10/2020	HILLYARD	R	7,390.68
01	299716	12/10/2020	HOGLUND BUS CO INC	R	39,038.71
01	299717	12/10/2020	HOTSYS MINNESOTA.COM	R	431.80
01	299718	12/10/2020	IKI INC.	R	132.00
01	299719	12/10/2020	INNOVATIVE OFFICE SOLUTIONS LLC	R	80,853.20
01	299720	12/10/2020	JAYTECH, INC	R	178.25
01	299721	12/10/2020	KAJEET, INC.	R	39,250.93
01	299722	12/10/2020	LARSON ENGINEERING	R	18,900.00
01	299723	12/10/2020	LEARNING A-Z	R	147.98
01	299724	12/10/2020	LEROY'S GREAT BEAR	R	36.00
01	299725	12/10/2020	MACKIN BOOK COMPANY	R	477.66
01	299726	12/10/2020	MATH LEARNING CENTER	R	29,951.44
01	299727	12/10/2020	MATRIX COMMUNICATIONS INC	R	563.41
01	299728	12/10/2020	MIDWEST BUS PARTS INC	R	329.48
01	299729	12/10/2020	MN DEPT OF LABOR AND INDUSTRY	R	460.00
01	299730	12/10/2020	MULTILINGUAL WORD INC	R	1,457.25
01	299731	12/10/2020	NILFISK, INC.	R	47,604.38
01	299732	12/10/2020	OLYMPIC COMMUNICATIONS INC	R	165.00
01	299733	12/10/2020	PARAGON DEVELOPMENT SYSTEMS, INC.	R	7,390.82
01	299734	12/10/2020	PITNEY BOWES	R	573.96
01	299735	12/10/2020	PROFESSIONAL WIRELESS COMMUNICATION	R	855.00
01	299736	12/10/2020	QUALITY FLOW SYSTEMS, INC.	R	753.00
01	299737	12/10/2020	RAPIDS	R	61.95
01	299738	12/10/2020	RICK JONES	R	895.00
01	299739	12/10/2020	SAGE PUBLICATIONS INC	R	1,401.00
01	299740	12/10/2020	SAVVAS LEARNING COMPANY LLC	R	1,948.70
01	299741	12/10/2020	SHERWIN WILLIAMS CO	R	283.42
01	299742	12/10/2020	INDIGO SIGNWORKS, INC.	R	4,494.00
01	299743	12/10/2020	SNAPOLOGY OF MINNEAPOLIS	R	320.00
01	299744	12/10/2020	SOURCEWELL TECHNOLOGY	R	800.00
01	299745	12/10/2020	WALSH ASSOCIATES LLC	R	11,160.50
01	299746	12/10/2020	PARK ADAM TRANSPORTATION	R	25,263.42
01	299747	12/10/2020	STRATEGIC STAFFING SOLUTIONS	R	5,600.00
01	299748	12/10/2020	SUBURBAN TIRE WHOLESALE	R	198.00
01	299749	12/10/2020	SWANK MOTION PICTURES, INC.	R	1,468.13
01	299750	12/10/2020	TAFFE SARAH ANN	R	8,165.60
01	299751	12/10/2020	TERREL'S TOOLBOX LLC	R	29.95
01	299752	12/10/2020	THE MINNESOTA CHEMICAL COMPANY	R	488.03
01	299753	12/10/2020	TIERNEY BROTHERS INC	R	27,438.00
01	299754	12/10/2020	TOLL COMPANY	R	44.77
01	299755	12/10/2020	TRANS-MISSISSIPPI BIOLOGICAL	R	184.95
01	299756	12/10/2020	TWIN CITY GARAGE DOOR	R	62.00

01	299757	12/10/2020	TWIN CITY HARDWARE	R	3,542.96
01	299758	12/10/2020	TYLER TECHNOLOGIES, INC.	R	15,384.00
01	299759	12/10/2020	VERIZON WIRELESS	R	508.49
01	299760	12/10/2020	VIG SOLUTIONS INC	R	2,999.00
01	299761	12/10/2020	VISTA HIGHER LEARNING	R	1,286.60
01	299762	12/10/2020	VOSS ELECTRIC CO	R	102.30
01	299763	12/10/2020	WHEELCO	R	886.06
01	299764	12/10/2020	XCEL ENERGY	R	38.85
01	299765	12/10/2020	ZAHL PETROLEUM MAINTENANCE CO	R	22,604.14
01	299766	12/11/2020	CAPITAL ONE COMMERCIAL	R	524.72
01	299767	12/11/2020	HOME DEPOT U.S.A.	R	306.75
01	299768	12/11/2020	KAJEET, INC.	R	52,868.50
01	299769	12/11/2020	MASSP-MN ASSOCIATION	R	865.00
01	299161	12/14/2020	GREEN SCIENCE SOLUTIONS	V	-4,098.00

TOTAL CHECKS, PCARDS & EPAYS					1,031,635.25
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CHECK, E-PAY & P-CARD RUNS FOR 12/21/2020 BOARD REPORTS

BANK 05	DATE	AMOUNT
P-CARDS NOVEMBER	12/4/2020	65,205.19
CHECKS	12/3/2020	256,882.03
	12/7/2020	123,258.73
	12/10/2020	532,128.84
	12/11/2020	54,564.97
Void Ck Never Rcvd-will reissue	12/14/2020	(4,098.00)
E-PAY	12/3/2020	3,693.49

CHECK REGISTER BANK 05 TOTAL =	1,031,635.25
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BREAKDOWN		
01-206-00		923,048.63
02-206-00		43,940.11
03-206-00		44,633.15
04-206-00		16,064.79
06-206-00		3,379.83
07-206-00		-
08-206-00		-
20-206-00		473.38
21-206-00		95.36
47-206-00		-
50-206-00		-
BANK TOTAL =		1,031,635.25

CONSENT AGENDA

Agenda Item IV.B

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, December 21, 2020

Subject: PERSONNEL ITEMS
(Recommended by Superintendent)

That the Board of Education approve the following personnel items:

Certified Full Time Positions for Employment – Temporary Contract

Alyssa Paulson – Elementary Teacher – Rstem

Classified Management Full Time Position for Employment

Jenelle Bullen – Early Childhood Coordinator – SEC

Laura Otterness – Communications Specialist – District Office

Classified Full Time Position for Employment - Administrative and Management Support Professional

Marta Weirich – 40 hr/wk – Administrative Assistant 2 Human Resources – District Offices

Classified Part Time Position For Employment – Paraprofessional

Stephanie Heyer-Walsh – 35 hr/wk – Instructional Paraprofessional – RDLS

Emily Christensen – 13.75 hr/wk – Managerial Paraprofessional – RSTEM

Classified Full Time Leave of Absence – Paraprofessional

Areli Silva Segura – Paraprofessional – RDLS

Classified Full Time Resignation - Food & Nutrition Services

Kristine Dahl – 40 hr/wk – Kitchen Manager – Sheridan Hills

Classified Part Time Resignation – Paraprofessional

Amal Mohamud – 25.25hr/wk – Managerial Paraprofessional – Central Education Center

OLD BUSINESS – FOR REVIEW

Agenda Item V.A.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, December 21, 2020

Subject: Leaves of Absence

(Recommended by the Superintendent)

A second read of Policy 407: Leaves of Absence. This redlined version has been combined with Policy 481: Leaves of Absence for Classified Personnel.

Attachments:

Policy 407: Leaves of Absence - redlined
MSBA Model Policy 410: Family & Medical Leave

RICHFIELD- PUBLIC -SCHOOLS

LEAVES OF ABSENCE

I. PURPOSE

The purpose of this policy is to guide decisions related to requests from employees who desire an ~~unpaid~~ leave of absence from work.

II. GENERAL STATEMENT OF POLICY

- A. The Board of Education recognizes the right of employees to request leaves of absence without pay as provided in the appropriate employee master agreement or policy.
- B. Because the absence of an employee impacts the educational program, staff and students, the needs and desires of the employee must be weighed against the needs of the district and the replacement employee.
- C. In acting on employee leave requests, the Board of Education will observe provisions of the appropriate employee master agreements or policy, and applicable state or federal statutes. Consideration will be given to both the reasons for the employees' request and the needs of the district. Where needs are in conflict, however, concerns relating to the overall educational program will take precedence.

III. FACTORS TO BE CONSIDERED

Multiple factors will be considered in acting on leave of absence requests, including but not limited to the following:

- A. The stated reason(s) of the employee in requesting a leave;
- B. Relevant provisions of the appropriate employee master agreement, policy, or statute;
- C. Length of service to the district of the employee applying for the leave;
- D. Record of previous leaves taken by the employee;
- E. Availability of qualified staff to replace the employee and the potential for turnover among replacement employees during the period of the leave of absence;

- F. Number of other employees in the same category currently on leaves of absence;
- G. Timing of the leave in order to minimize disruption to the operation of district programs;
- H. Potential benefits to the district of granting the leave;

IV. GUIDELINES TO BE USED IN GRANTING LEAVES OF ABSENCE

- A. Normally, the length of an approved leave of absence shall not exceed one (1) year. In extenuating circumstance an extension of one (1) additional year may be granted for a maximum of two consecutive years of leave.
- B. An unpaid leave of absence for child care shall generally be limited to a maximum period of 18 months coinciding with the birth or adoption of the employee's own child.
- C. When an unpaid leave of absence is requested in conjunction with another leave of absence, such as a child care leave of absence, the total time of absence from work for all leaves shall not exceed two (2) consecutive years, or longer if necessary to have the ending point of the leave coincide with a break in the school calendar.
- D. The maximum duration of an extended leave of absence for teachers pursuant to M.S. §122A.46, Subd. 2. must be determined by mutual agreement of the Board and the teacher at the time the leave is granted and shall be at least three, but no more ~~that than~~ five, years. An extended leave may be granted to teachers who have been employed by the district for at least five years and who have at least ten years of allowable service in Minnesota.

V. LEAVES OF ABSENCE FOR CLASSIFIED PERSONNEL

A. Military Leave

Any classified employee who is a member of an armed forces reserve organization and who is called up for training or active duty shall be paid the difference between the pay received for such military duty and the rate regularly paid by the district, for a period of up to fifteen days in any calendar year. Moreover, the employee shall not lose seniority status, vacation, sick leave, or any benefits while engaged in such period of training or active service. This payment will be limited to fifteen days per year and will be paid upon presentation of a certificate of satisfactory performance of said duties. Longer leaves of absence without pay and reinstatement rights for an employee called to active service in time of war or other emergency declared by proper authority, shall be governed by state law.

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B. Emergency Leave

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An employee may request a leave of absence, without pay, in cases of prolonged illness or other emergencies. An employee granted an emergency leave of absence shall suffer no loss of seniority or job rights and shall return at the same salary status as prevailed when the leave was granted.

C. Jury Duty

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Classified personnel absent from their duties because of jury duty shall be paid the difference between their normal salary and that remuneration received for such jury duty. The continuation of normal salary is subject to the reimbursement to the district of the amount paid by the court for services rendered.

VI. DISSEMINATION OF POLICY

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A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.

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B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References:

Minn. Stat. §122A.46 Extended leaves of absence.

Minn. Stat. §§ 181.940-181.944 (Parenting Leave)

Minn. Stat. 192.26, Subd. 1: State and Municipal officers and employees not to lose pay while on military duty.

Minn. Stat. 192.261 (Leaves of Absence)

10 U.S.C. § 101 et seq. (Armed Forces General Military Law)

29 U.S.C. § 2601 et seq. (Family and Medical Leave Act)

38 U.S.C. § 101 (Definitions)

29 C.F.R. Part 825 (Family and Medical Leave Act)

~~Cross Reference: Board Policy 481, Leaves of Absence for Classified Personnel~~

~~RATIFIED/ADOPTED~~ BY THE BOARD OF EDUCATION: March 15, 1999

REVIEWED and AFFIRMED BY THE BOARD OF EDUCATION: June 11, 2012

~~AMENDED/REVISED~~ BY THE BOARD OF EDUCATION: January 7, 2002;
January 4, 2021

Adopted: _____

MSBA/MASA Model Policy 410

Orig. 1995

Revised: _____

Rev. 2015

410 FAMILY AND MEDICAL LEAVE POLICY

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

III. DEFINITIONS

A. “Covered active duty” means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 U.S.C. § 101(a)(13)(B).

B. “Covered servicemember” means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

- C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee’s pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee’s fulfillment of his or her USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.
- D. “Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness.
- E. “Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.
- F. “Outpatient status” means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
1. a military medical treatment facility as an outpatient; or
 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 2. to attend military events and related activities of a covered military member;
 3. to address issues related to childcare and school activities of a covered military member's child;
 4. to address financial and legal arrangements for a covered military member;
 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 7. to attend post-deployment activities related to a covered military member;
 8. to address parental care needs; and
 9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 U.S.C. § 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
 - b. in the case of a covered veteran who was a member of the Armed

Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

- (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or

reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who

does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.

13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed by the employer. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the employer so that the total leave does not exceed 12 weeks, unless agreed by the employer, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. **SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES**

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education

assistants.

- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
 - 1. take leave for the entire period or periods of the planned medical treatment; or
 - 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
 - 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
 - 2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 - 3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.
- D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

- A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave)
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin “M” (Statutory Provisions Which Grant Leaves to Licensed as well as Non-Licensed School District Employees – Family and Medical Leave Act Summary)

OLD BUSINESS – FOR REVIEW

Agenda Item V.B.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, December 21, 2020

Subject: Bullying Prohibition

(Recommended by the Superintendent)

A second read of Policy 113: Bullying Prohibition. This version of the policy has been updated for clarity, and the reporting form has been updated to align with Administrative Guideline 103.2 (Racial, Religious, and Sexual Harassment and Violence).

Attachments:

Policy 113: Bullying Prohibition
Harassment, Violence, and Bullying Report Form
MSBA Model Policy 514: Bullying Prohibition

RICHFIELD PUBLIC SCHOOLS
BULLYING PROHIBITION POLICY

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with students' ability to learn and teachers' ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, it is the school district's intent to prevent bullying and to take action to investigate, respond, remediate, and discipline those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.

II. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

A. "Bullying" means repeated behavior by a student or a group of students that is intended to cause or is perceived as causing another student or a group of students to feel frightened, threatened, intimidated, humiliated, shamed, disgraced, ostracized, or physically abused. The bullying that is addressed in this policy is that which substantially interferes with the targeted student's or students' educational benefits, opportunities, or performance. Bullying implies an imbalance in physical, social or psychological power. Bullying can occur via physical, verbal, social/relational, electronic or other forms of interactions or communication. Bullying includes, but is not limited to, conduct by a student against another student or a group of students that a reasonable person under the circumstances knows or should know has the effect of:

1. Hurting another physically by hitting, kicking, tripping, or pushing;
2. Stealing or damaging another person's property;
3. Ganging up on another person;

4. Teasing another person in a hurtful way;

5. Calling another person hurtful names;

6. Using put-downs, such as insulting another person's race, making fun of another person because of their characteristics as a boy or girl, or denigrating another person for other personal characteristics;

7. Isolating a person;

8. Spreading rumors or untruths about another person.

9. Intimidating a student or group of students.

B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet Web site or forum, transmitted through a computer, cell phone, or other electronic device.

C. "Immediately" means as soon as possible but in no event longer than 24 hours.

D. "On school district property or at school-related functions" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

III. GENERAL STATEMENT OF POLICY

A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school district property or at school-related functions. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees. The

misuse of technology including, but not limited to, teasing, intimidating, defaming, threatening, or terrorizing another student, teacher, administrator, volunteer, contractor, or other employee of the school district by sending or posting e-mail messages, instant messages, text messages, digital pictures or images, or website postings, including blogs, also may constitute an act of bullying regardless of whether such acts are committed on or off school district property and/or with or without the use of school district resources.

- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, or false reporting of bullying or permits, condones, or tolerates bullying maybe subject to discipline for that act in accordance with school district's policies and procedures. The school district may take into account the following factors in determining whether discipline is required and if so, the type and extent of discipline:
 - 1. The developmental and maturity levels of the parties involved;
 - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
 - 3. Past incidences or past or continuing patterns of behavior;
 - 4. The relationship between the parties involved; and
 - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from positive behavioral interventions up to and including suspension and/or expulsion. Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge. Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or

contracts.

- G. The school district will act to investigate all complaints of bullying and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

~~III. DEFINITIONS~~

~~For purposes of this policy, the definitions included in this section apply.~~

~~A. "Bullying" means repeated behavior by a student or a group of students that is intended to cause or is perceived as causing another student or a group of students to feel frightened, threatened, intimidated, humiliated, shamed, disgraced, ostracized, or physically abused. The bullying that is addressed in this policy is that which substantially interferes with the targeted student's or students' educational benefits, opportunities, or performance. Bullying implies an imbalance in physical, social or psychological power. Bullying can occur via physical, verbal, social/relational, electronic or other forms of interactions or communication. Bullying includes, but is not limited to, conduct by a student against another student or a group of students that a reasonable person under the circumstances knows or should know has the effect of:~~

- ~~1. Hurting another physically by hitting, kicking, tripping, or pushing;~~
- ~~2. Stealing or damaging another person's property;~~
- ~~3. Ganging up on another person;~~
- ~~4. Teasing another person in a hurtful way;~~
- ~~5. Calling another person hurtful names;~~
- ~~6. Using put-downs, such as insulting another person's race, making fun of another person because of their characteristics as a boy or girl, or denigrating another person for other personal characteristics;~~
- ~~7. Isolating a person;~~
- ~~8. Spreading rumors or untruths about another person.~~
- ~~9. Intimidating a student or group of students.~~

~~B. "Cyberbullying" means bullying using technology or other electronic~~

~~communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet Web site or forum, transmitted through a computer, cell phone, or other electronic device.~~

~~C. "Immediately" means as soon as possible but in no event longer than 24 hours.~~

~~D. "On school district property or at school-related functions" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.~~

IV. REPORTING PROCEDURE

A. Any person who believes he or she has been the victim of bullying or any other person (e.g. witness, parent, colleague) with knowledge or belief of conduct that may constitute bullying shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district's ability to take action against an alleged perpetrator based solely on an anonymous report may be limited.

B. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well.

C. The building principal, the principal's designee, or the building supervisor (hereinafter Building Report Taker) is the person responsible for receiving reports of bullying at the building level. Any person may report bullying directly to a school district human rights officer or the superintendent. If the complaint involves the Building Report Taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations,

1 circumstances, or events that might include bullying. Any such
2 person who receives a report of, observes, or has other knowledge
3 or belief of conduct that may constitute bullying shall inform the
4 Building Report Taker immediately. School district personnel who
5 fail to inform the Building Report Taker of conduct that may
6 constitute bullying in a timely manner may be subject to disciplinary
7 action.

8
9 E. Reports of bullying are classified as private educational and/or
10 personnel data and/or confidential investigative data and will not be
11 disclosed except as permitted by law.

12
13 F. Submission of a good faith complaint or report of bullying will not
14 affect the complainant's or reporter's future employment, grades, or
15 work assignments, or educational or work environment.

16
17 G. The school district will respect the privacy of the complainant(s),
18 the individual(s) against whom the complaint is filed, and the
19 witnesses as much as possible, consistent with the school district's
20 obligation to investigate, take appropriate action, and comply with
21 any legal disclosure obligations.

22
23
24 **V. STAFF EXPECTATIONS**

25
26 Teachers and staff at Richfield Public Schools are expected to take the
27 following actions in order to prevent bullying and help students feel safe at
28 school:

29
30 A. Closely supervise students in all areas of the school and
31 playground;

32
33 B. Watch for signs of bullying and stop it when it happens;

34
35 C. Respond quickly and sensitively to bullying reports using an
36 appropriate response process;

37
38 D. Report bullying to the Building Report Taker;

39
40 E. Notify the Building Report Taker when efforts to address the
41 bullying prove unsuccessful;

42
43 F. Help create a school culture of respect and kindness by
44 modeling and fostering these traits.

45
46 **VI. INVESTIGATION**

47
48 A. Upon receipt of a complaint or report of bullying, the school district
49 shall undertake or authorize an investigation by school district
50 officials or a third party designated by the school district within

three school days of the report. This process is overseen by the Building Report Taker.

- B. The Building Report Taker may take immediate steps, at their discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of bullying, consistent with applicable law.

VII. SCHOOL DISTRICT ACTION

- A. Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. The primary purpose of such action is to protect the student(s) who have been the target of bullying behavior and to deter the prohibited behavior in the future. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; school district policies; and regulations.

- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students involved in a bullying incident of the incident and of action taken, to the extent permitted by law.

- C. Referral to Professional School Support Staff. A student who violates this policy may be asked to meet with a school counselor or other staff to work on positive behavioral interventions to help prevent future violations.

- D. Referral to available community resources. The involved students and their parents will be given references to community resources and support, as it is appropriate.

- E. ~~Where appropriate for a child with a disability to prevent or respond to prohibited conduct, the child's Individualized Education Plan or Section 504 plan may address the skills and proficiencies the child needs to respond to, or not engage in the prohibited conduct.~~ Individualized Education Plans or Section 504 Plans may address the skills and proficiencies needed for students with disabilities to engage in positive behaviors and respond appropriately to prohibited conduct.

- G. Staff Consequences. A Richfield Public School employee who fails to immediately and appropriately address bullying may be asked to participate in additional staff training or may be mentored. A staff member's repeated failure to address bullying behavior may result

in discipline up to and including termination or discharge.

VIII. REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who retaliates against any person who makes a good faith report of alleged bullying or against any person who testifies, assists, or participates in an investigation, or against any person who testifies, assists, or participates in a proceeding or hearing relating to such bullying. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.

IX. TRAINING AND EDUCATION

- A. The school district annually will provide information and any applicable training to school district staff regarding this policy.
- B. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, appropriate reporting procedures for reporting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying.
- C. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the victim, and to make resources or referrals to resources available to victims of bullying.
- D. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

X. NOTICE

The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)

Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)

Cross References: Policy 103 (Racial, Religious and Sexual Harassment and Violence)
Policy 108 (Hazing Prohibition)
Policy 111 (Weapons on School Premises)
Policy 409 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
Policy 410 (Mandated Reporting of Maltreatment of Vulnerable Adults)
Policy 505 (Student Disability Nondiscrimination)
Policy 506 (Student Sex Nondiscrimination)
Policy 541 (Student Behavior)
Policy 581 (Protection and Privacy of Pupil Records)
Policy 582 (Staff Notification of Violent Behavior by Students)
Policy 742 (Student Transportation Services)
Policy 783 (Video Surveillance)

ADOPTED BY THE BOARD OF EDUCATION: July 16, 2007

REVISED BY THE BOARD OF EDUCATION: September 4, 2007, August 18, 2014

ATTENTION

**DISTRICT 280 ~~POLICY~~ POLICIES AGAINST
HARASSMENT, VIOLENCE AND BULLYING**

1. Everyone at District 280 has a right to feel respected and safe. Consequently, we want you to know about our ~~policy~~ policies to prevent harassment, violence and bullying based upon any kind of legally protected classification.
2. A harasser may be a student or an adult. Harassment may include the following when related to race, religion, sex, gender, familial status, marital status, disability, sexual orientation, or any other class protected under the law.
 - a. name calling, jokes or rumors;
 - b. pulling on clothing
 - c. graffiti;
 - d. notes or cartoons;
 - e. unwelcome touching of a person or clothing
 - f. offensive or graphic posters or book covers; or
 - g. any words or actions that make you feel uncomfortable, embarrass you, hurt your feelings or make you feel bad.
3. If any words or actions make you feel uncomfortable or fearful, you need to tell a teacher, counselor, the principal or the Human Rights Officer and Title IX Coordinator, Craig Holje.
4. You may also make a written report. It should be given to a teacher, counselor, the principal or the Human Rights Officer Title IX Coordinator.
5. Your right to privacy will be respected as much as possible.
6. We take seriously all reports of harassment or violence and will take all appropriate actions based on your report.
7. The School District will also take action if anyone tries to intimidate you or take action to harm you because you have reported.
8. This is a summary of the ~~School-school District-district policy-policies~~ against harassment, violence and bullying. Complete policies are available in the ~~Personnel-district~~ office upon request, or on the ~~District-district~~ website www.richfield.k12.mn.us.

**HARASSMENT, VIOLENCE- AND BULLYING AGAINST A PROTECTED CLASS ARE
AGAINST THE LAW.
DISCRIMINATION IS AGAINST THE LAW.**

CONTACT: **CRAIG HOLJE**
HUMAN RIGHTS OFFICER/TITLE IX COORDINATOR
7001 HARRIET AVENUE SOUTH
RICHFIELD, MN 55423
PHONE: **612-798-6031**

RICHFIELD PUBLIC SCHOOL – I.S.D. #280
HARASSMENT, VIOLENCE AND BULLYING REPORT FORM

General Statement of Policy Prohibiting Harassment, Violence, and Bullying

Richfield Public Schools prohibits harassment, violence, discrimination and bullying in all forms, including but not limited to that which occurs on the basis of a person's actual or perceived race, religion, national origin, sex/gender (including harassment based on gender identity and expression), familial status, marital status, disability, status with regard to public assistance, sexual orientation, age, family care leave status, veteran status, or any other status protected under the law. If you or someone you know has experienced harassment, violence, discrimination, or bullying at school or at any school-related event for any reason, please complete this reporting form to have the incident(s) investigated by the District. Any student, parent/guardian, or district employee may complete this form and return it to any administrator.

Retaliation against any individual who makes a report or who participates or assists in an investigation of harassment, violence, discrimination, or bullying is strictly prohibited.

1. Preliminary Information

Date of Report: _____

Name of Person Making Report: _____

Daytime Phone _____ Email _____

2. Description of Incident:

Date of Alleged Incident(s) _____

Please provide the name(s) of all persons (including yourself, if applicable) who were the target of the harassment, discrimination, violence or bullying: _____

Please provide the name(s) and/or descriptions of all individuals (students, school employees, school visitors, or others) who engaged or participated in the alleged discrimination, harassment, or bullying (if known): _____

Where and when did the incident(s) occur (please be specific)? _____

List any witnesses who were present. _____

Detailed Description of Incident (Attach additional pages if necessary.) _____

By signing below, I am stating that all of the information I have provided is true, accurate, and complete to the best of my knowledge:

Complaint Signature

Date

Received by

Date

**RICHFIELD PUBLIC SCHOOL - I.S.D. #280
HARASSMENT, VIOLENCE AND BULLYING
INVESTIGATION INTAKE AND REPORT FORM
(To be completed by appropriate administrator)**

1. Investigation Summary

Date of Intake Review _____

Person Conducting Review: _____

2. Initial Category of Claim

_____ Harassment (Non-sexual) _____ School Related

_____ Violence _____ Outside of School Only

_____ Discrimination (Not on the basis of sex) _____ Electronic

Communication

_____ Bullying

_____ Other: _____ Sexual Harassment or Sex
Discrimination

3. Action(s) Recommended (check all that apply)

_____ Formal Investigation _____ Refer to Outside Agency

_____ Refer to Student Services _____ Agency Name: _____

_____ Monitor

_____ Report to District Human Rights Officer Title IX Coordinator

_____ Contact Parent/Guardian

_____ Other: _____

Reason for determination of action recommended: _____

4. Formal Investigation Summary:

Please provide the name(s) of all persons interviewed as part of the investigation _____

Detailed Description of Incident (Attach additional pages if necessary.) _____

Final Action Taken (Attach additional pages if necessary.) _____

|

Received by

Date

Adopted: _____

MSBA/MASA Model Policy 514

Orig. 2003

Revised: _____

Rev. 2014

514 BULLYING PROHIBITION POLICY

[Note: School districts are required by statute to have a policy addressing bullying.]

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:
 - 1. The developmental ages and maturity levels of the parties involved;
 - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
 - 3. Past incidences or past or continuing patterns of behavior;
 - 4. The relationship between the parties involved; and
 - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

- A. “Bullying” means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
 2. materially and substantially interferes with a student’s educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, “bullying,” specifically includes cyberbullying as defined in this policy.

- B. “Cyberbullying” means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Intimidating, threatening, abusive, or harming conduct” means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student’s property or causes a student to be in reasonable fear of harm to person or property;
 2. Under Minnesota common law, violates a student’s reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
 3. Is directed at any student or students, including those based on a person’s actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. “On school premises, on school district property, at school functions or activities, or on school transportation” means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school

bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

- F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- H. "Student" means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion,

expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See MSBA/MASA Model Policy 506) and other applicable school district policies; and applicable regulations.

- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

VII. TRAINING AND EDUCATION

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur

during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

- B. The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
 - 1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
 - 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
 - 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
 - 4. The incidence and nature of cyberbullying; and
 - 5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate

and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
 2. Partner with parents and other community members to develop and implement prevention and intervention programs;
 3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
 4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
 5. Teach students to advocate for themselves and others;
 6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
 7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See MSBA/MASA Model Policy 515) in the student handbook.

VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor

who regularly interacts with students at the time of initial employment with the school district.

- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter School)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)

MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil
Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety
Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior
by Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on
Buses)

OLD BUSINESS – FOR ACTION

Agenda Item V.C.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, December 21, 2020

Subject: Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System

(Recommended by the Superintendent)

Passage upon a second read of Policy 709: Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System and Administrative Guideline 709.1. At this time, no changes to the policy are recommended. The administrative guideline has been updated.

Attachments:

Policy 709: Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System

Administrative Guideline 709.1 - redlined

MSBA Model Policy 704: Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System

RICHFIELD PUBLIC SCHOOLS

**DEVELOPMENT AND MAINTENANCE OF AN INVENTORY OF
FIXED ASSETS AND A FIXED ASSET ACCOUNTING SYSTEM**

I. PURPOSE

The purpose of this policy is to provide for the development and maintenance of an inventory of the fixed assets of the school district and the establishment and maintenance of a fixed asset accounting system.

II. GENERAL STATEMENT OF POLICY

It is the policy of this school district that a fixed asset accounting system and an inventory of fixed assets be developed and maintained.

III. DEVELOPMENT OF INVENTORY AND ACCOUNTING SYSTEM

The superintendent or such other school official as designated by the superintendent shall be responsible for the development and maintenance of an inventory of the fixed assets of the school district, and for the establishment and maintenance of a formal fixed asset accounting system. The accounting systems shall be operated in compliance with the applicable provisions of the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).

IV. REPORT

The administration shall annually update the property records of the school district and provide an inventory of the fixed assets of the school district to the school board.

Legal References:

Minn. Stat. § 123B.09 (School Board Powers)
Minn. Stat. § 123B.14, Subd. 7 (Duties of School Board Clerk)
Minn. Stat. § 123B.02 (School District Powers)
Minn. Stat. § 123B.51 (Schoolhouse and Sites; Access for Non-curricular Purposes)

Cross References:

MSBA/MASA Model Policy 702 (Accounting)
MSBA Service Manual, Chapter 9, Public School Finance

ADOPTED BY THE BOARD OF EDUCATION: August 2, 2004

REVIEWED AND REAFFIRMED BY THE BOARD OF EDUCATION: October 7, 2013

RICHFIELD -PUBLIC -SCHOOLS

**DEVELOPMENT AND MAINTENANCE OF AN INVENTORY OF
FIXED ASSETS AND A FIXED ASSET ACCOUNTING SYSTEM**

I. PURPOSE

The purpose of this administrative guideline is to provide for the development and maintenance of an inventory of the fixed assets of the school district and the establishment and maintenance of a fixed asset accounting system.

II. DEVELOPMENT OF INVENTORY AND ACCOUNTING SYSTEM

A. The school district shall maintain a fixed asset inventory of all buildings, capital improvement, and equipment.

1. When a building, an item of equipment or a capital improvement has an original cost of over \$35,000, it shall be capitalized and placed on the fixed asset inventory.

2. Certain equipment will be placed on the fixed asset inventory even though the original cost is less than \$35,000. This includes but is not limited to technology equipment. These fixed assets are inventoried for insurance purposes.

3. Equipment Criteria:

a. It maintains its original shape and appearance with use.

b. It has a useful life of at least four years.

c. It is non-expendable.

B. Buildings, equipment and capital improvements will be depreciated over their useful life.

III. REPORTING

The administration shall annually update the property records of the school district in preparation of the annual report to the Commissioner required by Minn. Stat. § 123B.14, Subd. 7.

Legal References:

Minn. Stat. § 123B.09 (School Board Powers)

Minn. Stat. § 123B.14, Subd. 7 (Duties of School Board Clerk)

Minn. Stat. § 123B.02 (School District Powers)

Minn. Stat. § 123B.51 (Schoolhouse and Sites; Access for
Noncurricular Purposes)

Cross References:

MSBA/MASA Model Policy 702 (Accounting)
MSBA Service Manual, Chapter 9, Public School Finance

Dated: August 2, 2004
Reviewed: October 7, 2013
Revised:

Adopted: _____

MSBA/MASA Model Policy 704

Orig. 1995

Revised: _____

Rev. 2009

704 DEVELOPMENT AND MAINTENANCE OF AN INVENTORY OF FIXED ASSETS AND A FIXED ASSET ACCOUNTING SYSTEM

I. PURPOSE

The purpose of this policy is to provide for the development and maintenance of an inventory of the fixed assets of the school district and the establishment and maintenance of a fixed asset accounting system.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is that a fixed asset accounting system and an inventory of fixed assets be developed and maintained.

III. DEVELOPMENT OF INVENTORY AND ACCOUNTING SYSTEM

The superintendent or such other school official as designated by the superintendent or the school board shall be responsible for the development and maintenance of an inventory of the fixed assets of the school district and for the establishment and maintenance of a formal fixed asset accounting system. The accounting system shall be operated in compliance with the applicable provisions of the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS). In addition, the inventory shall specify the location of all continued abstracts showing the conveyance of the property to the school district; certificates of title showing title to the property in the school district; title insurance policies; surveys; and other property records relating to the real property of the school district.

IV. REPORT

The administration shall annually update the property records of the school district and provide an inventory of the fixed assets of the school district to the school board.

Legal References: Minn. Stat. § 123B.02 (School District Powers)
Minn. Stat. § 123B.09 (School Board Powers)
Minn. Stat. § 123B.51 (Schoolhouse and Sites; Access for Noncurricular Purposes)

Cross References: MSBA/MASA Model Policy 702 (Accounting)
MSBA Service Manual, Chapter 7, Education Funding

OLD BUSINESS – FOR ACTION

Agenda Item V.D.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, December 21, 2020

Subject: Purchasing

(Recommended by the Superintendent)

Passage upon a second read of Policy 715: Purchasing and Administrative Guideline 715.1. At this time, no changes to the policy are recommended. The administrative guideline has been updated.

Attachments:

Policy 715: Purchasing

Administrative Guideline 715.1

MSBA Model Policy 721: Uniform Grant Guidance Policy Regarding Federal Revenue Sources

RICHFIELD -PUBLIC -SCHOOLS

PURCHASING

I. PURPOSE

The purpose of purchasing is to support the education program of the district by providing necessary supplies, equipment and services. District purchases must be made in accordance with state and federal laws for public purpose that benefits the public and is directly related to the school district's mission to education students.

II. PURCHASING

The School Board directs the Superintendent, or designee, to develop and maintain an efficient purchasing system for all supplies, equipment and materials in accordance with state and federal laws and accepted purchasing practices. Purchasing transactions will be authorized on properly approved invoices, signed purchase orders or administrated by procurement cards (P-Card) through the Finance and Business Services Department. Purchasing or the incurrence of obligations on behalf of the School District may only be made within the framework of the School Board adopted budgets.

The School Board believes in the philosophy of community partnerships which includes establishing effective working relationships with businesses located within the School District. The District will first consider, local partnerships if quality, cost, and service are comparable.

The Superintendent, Chief Human Resources and Administrative Officer, Assistant Superintendent and/or Executive Director of Special Programs are authorized to approve and sign contracts.

III. CONFLICT OF INTEREST

Employees, including School Board members, who are in a position to make or influence purchasing decisions, shall actively avoid the appearance of or the fact of conflicting interest:

- They shall discharge their duties without favor and shall refrain from engaging in any outside matters of financial or personal interest incompatible with the impartial and objective performance of their duties.
- They shall not, directly or indirectly, seek or accept personal

gain which would influence, or appear to influence, the conduct of their official duties.

- They shall not use public property or resources for personal or political gain.

Legal References: Minn. Stat. § 15.435 (Airline Travel Credit)
Minn. Stat. § 10A.071, Certain gifts by lobbyists and principals prohibited Minn. Stat. § 123B.52, Contracts
Minn. Stat. § 331A.03, subd.3, Alternative dissemination of bids and request Minn. Stat. § 471.345, Uniform Municipal Contracting Law
Minn. Stat. § 471.895, Certain gifts by interested persons prohibited Uniform Grant Guidance 2 CFR Part 200

ADOPTED BY THE BOARD OF EDUCATION: November 21, 2016

RICHFIELD -PUBLIC -SCHOOLS

ADMINISTRATIVE GUIDELINES - PURCHASING

I. PREFERRED VENDORS

- A. Office and Classroom Supplies – Office and classroom supplies should be ordered from the District approved supplier.
- B. Inventoried Supplies – Paper, copier staples, and miscellaneous supplies should be ordered from Central Services.
- C. Furniture – Furniture purchases should be ordered through the Purchasing Department in accordance with District standards utilizing District approved joint purchasing contracts as applicable.
- D. All Other Purchases – All other purchase should be made with a purchase order, properly approved invoice or district-issued procurement card (according to the *Procurement Card Procedures Manual*). These purchases must be approved by the appropriate individual.

II. SALES TAX

- A. The District is tax-exempt therefore all eligible purchases using district funds shall be made using the district's tax identification number or tax exempt status. The District will not approve or reimburse the payment of Minnesota sales tax.
- B. Exceptions (Taxable Items) including but not limited to:
 - Lodging, parking, transportation, airfare, prepared food not served on a school campus.
 - Purchases made for and with student activity funds are taxable.
- C. Purchases for resale and fundraising are non-taxable.

III. APPROVAL PROCESS

The superintendent delegates purchase authority to building principals and program directors. These individuals are budget holders and are ultimately responsible for ensuring purchases made are allowable and appropriate.

IV. DISTRICT STANDARDS

Purchases, including but not limited to, furniture, technological equipment, and fixtures should meet District approved standards.

V. CONFLICT OF INTEREST

A. Employees, including School Board members, who are in a position to make direct purchases, recommend purchases, services and sources or supply and/or negotiate with suppliers and contractors may not do the following:

- Receive or solicit from such suppliers, sources and/or contractors, directly or indirectly, for him or herself or anyone with whom he or she has family, business or financial ties, anything of economic value as a gift, gratuity, loan, entertainment or favor, including gift certificates, credits or bonus points which can be exchanged for merchandise, frequent flyer miles, etc. This prohibition shall not apply to the gift exceptions specifically enumerated in Minnesota Statute 471.895, subd. 3.
- Use their position to influence district decisions for personal gain;
- Perform any work or service for remuneration for a supplier or contractor except as disclosures of conflict of interest are properly made
- Give preferential treatment to friends, relatives, or current or former district employees, or
- Disclose information about bids or other confidential matters which would compromise the district's ability to obtain the best price.

B. Any district employee, including any School Board member, who knows, or may reasonably be expected to know, that he or she, or his or her spouse, has a material financial interest in any transaction in which the district is or may be concerned, shall disclose such interest to the superintendent and disqualify himself or herself from participating in or influencing that transaction.

C. Code of Conduct

- As representatives of the School District, all employees are expected to conduct themselves in a professional and ethical manner, maintaining high standards of integrity and the use of good judgment.
- Employees are expected to be principles in their business interactions and act in good faith with individuals both inside and outside the School District community.
- The Code of Conduct shall govern the performance, behavior and actions of the agency, including Board members, employees, directors, volunteers, or agents who are engaged in any aspect of procurement, including – but not limited to – purchasing goods and services; awarding contracts and grants; or the administration and supervision of

contracts.

- D. No employee, officer, director, or volunteer of the School District shall participate in the selection, award or administration of a bid or contract supported by Federal funds if a conflict of interest is real or apparent to a reasonable person.
- E. Violations of the policy will be deferred to the Human Resources Department and appropriate disciplinary action will be determined by the Human Resources Department.
- F. The District's employees, officers, directors, or volunteers shall neither solicit nor accept gratuities, gifts, consulting fees, trips, favors or anything having a monetary value in excess of that which is stated in Minnesota Statute 471.895, from a vendor, potential vendor, or from the family or employees of a vendor, potential vendor or bidder; or from any party to a sub-agreement or ancillary contract.

VI. PROCUREMENT

- A. The function of purchasing is to serve the educational program of the district by providing the necessary supplies, equipment and services. All purchases shall be made competitively, without prejudice and with the intent of seeking the maximum educational value for every dollar expended.
- B. Competitive Contracting
 - The total expense of a purchase or contract must be accurately estimated to determine the correct procurement method. The total expense of a lease contract is the sum of all payments required to satisfy the contract in full.
 - a. Competitive contracting practices must be used for all district expenditures or contracts with an estimated value greater \$25,000. Expenditures or contracts estimated to exceed \$25,000 but not to exceed ~~\$400~~175,000 require two or more written quotations. Expenditures or contracts estimated to exceed ~~\$400~~175,000 require sealed bids, School Board approval, and a formal written contract signed by the Superintendent or designee.
 - b. Federal Funds – purchases made using federal resources between \$10,000 to \$24,999, (i.e. "small purchases") price or rate quotations must be obtained from at least two qualified sources and can be obtained in writing, orally, vendor price list on website, or online search engine (documentation of price must be

retained by purchaser).

~~b-c.~~ A state contract (Cooperative Purchasing Venture) or other joint powers contract MAY be used in place of bids or quotes for expenditures of any value. If a contract is estimated to exceed \$25,000, options available through the state's cooperative purchasing venture MUST be considered before purchasing through another source. Other exceptions to the bid and quotation requirements of this regulation may be made if authorized by law (e.g., certain professional services, real estate and commercial insurance).

~~e. Federal Funds — purchases made using federal resources between \$310,000 to \$24,999, (i.e. "small purchases") price or rate quotations must be obtained from at least two qualified sources and can be obtained in writing, orally, vendor price list on website, or online search engine (documentation of price must be retained by purchaser).~~

C. Non-Competitive Contracting

Non-competitive ~~procurement~~contracting is ~~permitted~~allowed if one or more of ~~under~~ the following circumstances apply:

- The acquisition of property or services, the aggregate dollar amount of which does not exceed the minimum purchase thresholds of the competitive contracting amounts in Section B above;
- The An-item is available only from a single source.
- An emergency does not allow a delay.
- The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
- After solicitation of a number of sources, Ccompetition is determined inadequate ~~after solicitation~~.
- ~~— Authorized by a federal agency.~~
- ~~In all instances noted, the School Board will approve all contracts through its normal course of business and in the case of an emergency, at the next regularly scheduled meeting.~~

~~D. Federal Awards Procurement~~

~~In accordance with the Uniform Guidance for Federal Awards, the District has elected to implement the new procedures standards starting July 1, 2017.~~

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2 ADOPTED BY THE BOARD OF EDUCATION: November 21, 2016

Adopted: _____

MSBA/MASA Model Policy 721

Orig. 2016

Revised: _____

Rev. 2019

721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

[Note: School districts are required by the federal Uniform Grant Guidance regulations, 2 C.F.R. Part 200, to have the policies which establish uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities including school districts. In June 2018, the United States Office of Management and Budget increased the threshold dollar amounts for both simplified acquisition costs (\$250,000) and micro-purchases (\$10,000).]

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district.

II. DEFINITIONS

A. Grants

1. “State-administered grants” are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
2. “Direct grants” are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

[Note: All of the requirements outlined in this policy apply to both direct grants and state-administered grants.]

- B. “Non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.
- C. “Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:
 1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability);

or

- b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability).
2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 C.F.R. § 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
3. “Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.
- D. “Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 C.F.R. Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.
- E. Procurement Methods
 1. “Procurement by micro-purchase” is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$10,000, except as otherwise discussed in 48 C.F.R. Subpart 2.1 or as periodically adjusted for inflation).
 2. “Procurement by small purchase procedures” are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$250,000 (periodically adjusted for inflation).
 3. “Procurement by sealed bids (formal advertising)” is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
 4. “Procurement by competitive proposals” is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.
 5. “Procurement by noncompetitive proposals” is procurement through solicitation of a proposal from only one source.

- F. “Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.
- G. “Compensation for personal services” includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 C.F.R. § 200.431 (Compensation - Fringe Benefits).
- H. “Post-retirement health plans” refer to costs of health insurance or health services not included in a pension plan covered by 2 C.F.R. § 200.431(g) for retirees and their spouses, dependents, and survivors.
- I. “Severance pay” is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
- J. “Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- K. “Relocation costs” are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
- L. “Travel costs” are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. CONFLICT OF INTEREST

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.

- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.
- C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

IV. ACCEPTABLE METHODS OF PROCUREMENT

- A. General Procurement Standards. The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.
- B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.
- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.
- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

H. Methods of Procurement. The school district must use one of the following methods of procurement:

1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.
2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
3. Procurement by sealed bids (formal advertising).
4. Procurement by competitive proposals. If this method is used, the following requirements apply:
 - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - b. Proposals must be solicited from an adequate number of qualified sources;
 - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.
5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:

- a. The item is available only from a single source;
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
- d. After solicitation of a number of sources, competition is determined inadequate.

I. Competition. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
- 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.

K. Non-federal entities are prohibited from contracting with or making subawards under “covered transactions” to parties that are suspended or debarred or whose principals are suspended or debarred. “Covered transactions” include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.

L. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 C.F.R. § 180.215.

V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS

- A. Property Standards. The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 C.F.R. §§ 200.311, 200.314, and 200.315.

B. Equipment

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep property in good condition.
5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

VI. FINANCIAL MANAGEMENT REQUIREMENTS

- A. Financial Management. The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to

establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.

- B. Payment. The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

Advance payments to a school district must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

- C. Internal Controls. The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States, or the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must also evaluate and monitor the school district’s compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must also take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

- A. Allowable Use of Funds. The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the

allowability of costs.

B. Definitions

1. “Allowable cost” means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
2. “Education Department General Administrative Regulations (EDGAR)” means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
3. “Omni Circular” or “2 C.F.R. Part 200s” or “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
4. “Advance payment” means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.

C. Allowable Costs. The following items are costs that may be allowable under the 2 C.F.R. Part 200s under specific conditions:

1. Advisory councils;
2. Audit costs and related services;
3. Bonding costs;
4. Communication costs;
5. Compensation for personal services;
6. Depreciation and use allowances;
7. Employee morale, health, and welfare costs;
8. Equipment and other capital expenditures;
9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;

10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

D. Costs Forbidden by Federal Law. 2 CFR Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 CFR Part 200s; thus, the following list is not exhaustive:

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;
4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);
6. Donations;
7. Contributions;

8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 C.F.R. § 200.441 as allowable;
13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.
2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.
3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni

Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:

- a. Necessary for the proper and efficient performance or administration of the program.
- b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
- c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
- d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.
- e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules. The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

- 1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
- 2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three situations:
 - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
 - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
 - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.
2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

- J. Employee Sanctions. Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and
2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, a school district must follow its written non-federal, entitywide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave.

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- a. They are provided under established written leave policies;
 - b. The costs are equitably allocated to all related activities, including federal awards; and
 - c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.
2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 C.F.R. § 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.
 3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a

consistent costing policy.

4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.
 5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.
 6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.
- C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.
- D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:
1. Critical and necessary for the conduct of the project;
 2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
 3. Consistent with the school district's cost accounting practices and school district policy; and
 4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.
- E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.
- F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally

allowed by the school district in its regular operations according to the school district's written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

1. Participation of the individual is necessary to the federal award; and
2. The costs are reasonable and consistent with the school district's established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

1. A direct result of the individual's travel for the federal award;
2. Consistent with the school district's documented travel policy for all school district travel; and
3. Only temporary during the travel period.

[Note: Noncompliance. If a school district fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the DOE or MDE may impose additional conditions, as described in 2 C.F.R. § 200.207 (Specific Conditions). If the DOE or MDE determines that noncompliance cannot be remedied by imposing additional conditions, the DOE or MDE may take one or more of the following actions, as appropriate under the circumstances: 1) Temporarily withhold cash payments pending correction of the deficiency by the school district or more severe enforcement action by the DOE or MDE; 2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; 3) Wholly or partly suspend or terminate the federal award; 4) Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and DOE regulations (or, in the case of MDE, recommend such a proceeding be initiated by the DOE); 5) Withhold further federal awards for the project or program; and/or 6) Take other remedies that may be legally available.]

Legal References: 2 C.F.R. § 200.12 (Capital Assets)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Risk Posed by Applicants)
2 C.F.R. § 200.212 (Suspension and Debarment)
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
2 C.F.R. § 200.302 (Financial Management)
2 C.F.R. § 200.303 (Internal Controls)
2 C.F.R. § 200.305(b)(1) (Payment)
2 C.F.R. § 200.310 (Insurance Coverage)

2 C.F.R. § 200.311 (Real Property)
2 C.F.R. § 200.313(d) (Equipment)
2 C.F.R. § 200.314 (Supplies)
2 C.F.R. § 200.315 (Intangible Property)
2 C.F.R. § 200.318 (General Procurement Standards)
2 C.F.R. § 200.319(c) (Competition)
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses,
Women's Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (Monitoring and Reporting Program Performance)
2 C.F.R. § 200.338 (Remedies for Noncompliance)
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)
2 C.F.R. § 200.473 (Transportation Costs)
2 C.F.R. § 200.474 (Travel Costs)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)
MSBA/MASA Model Policy 210.1 (Conflict of Interest – Charter School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA/MASA Model Policy 703 (Annual Audit)

NEW BUSINESS – FOR ACTION

Agenda Item V.E.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, December 21, 2020

Subject: Legislative Platform

The Association of Metropolitan School Districts (AMSD) has a wide range of position papers and a legislative platform. Based on the RPS mission and current realities, these particular issues and policies are proposed as the most important to achieve our legislative priorities:

Suggested priorities:

EASE THE NEGATIVE IMPACTS OF COVID-19, BOTH FINANCIALLY FOR DISTRICTS AND EMOTIONALLY FOR STUDENTS

- Support bills that would direct the commissioner to adjust a school district's pupil units for FY 21 to ensure that state aid and levy amounts do not fall below the amount estimated for FY 21 based on the 2020 February forecast. This applies to several funding formulas including general education revenue, referendum revenue, special education revenue, English learner aid, capital levies, achievement and integration revenue, long-term facilities maintenance revenue and the safe schools levy.
- Support streamlining qualification for free and reduced lunch (data sharing with previously collected financial data) so that districts do not have to collect free and reduced lunch forms. Due to COVID-19, these have been particularly difficult as all students and families are receiving free meals throughout the pandemic. Current projected loss for RPS next year, \$1,000,000.
- Maintain commitment and support including full funding for early childhood and PreKindergarten programs, including voluntary PreK and pathway programs. These programs have faced enrollment challenges due to the pandemic, but are nevertheless critical to educational equity and setting students up for success.
- Increase the Safe Schools Levy to provide additional social/emotional supports to students. The pandemic has compounded mental health stresses for students that need to be addressed.

INCREASE AND DIVERSIFY THE EDUCATOR WORKFORCE

- Expand programs and incentives to attract, develop and retain teachers, particularly teachers of color and teachers in shortage areas.

ALLOW FLEXIBILITY IN STANDARDIZED TESTING

- Allow school districts to replace the high school MCA exams with nationally recognized college entrance exams.

Attached:

AMSD 2021 Legislative Platform

AMSD 2021 Legislative Session Preview



Association of Metropolitan School Districts

LEGISLATIVE PLATFORM

2021

Minnesota's future prosperity and ability to compete successfully in the global economy is directly tied to our ability to graduate each and every student from high school ready for college or career.

We are currently falling far short of that imperative. Minnesota has significant racial and socioeconomic disparities in educational outcomes. State policymakers must address the historical inequities that have led to unacceptable opportunity and achievement gaps. All students, and all Minnesotans, will benefit when we ensure that each and every student has access to an equitable and excellent education.



The AMSD Board of Directors have identified five key recommendations on the following pages to stabilize school budgets and ensure equitable academic outcomes – high levels of achievement – for each and every student.



ABOUT AMSD

The Association of Metropolitan School Districts represents 42 K-12 school districts, five intermediate/cooperative districts and two integration districts. AMSD member school districts enroll more than one-half of all public school students in Minnesota. The mission of AMSD is to advocate for metropolitan school districts and advance legislation that supports student achievement. AMSD stands ready to assist state policymakers by providing current research and data to help them make informed decisions.

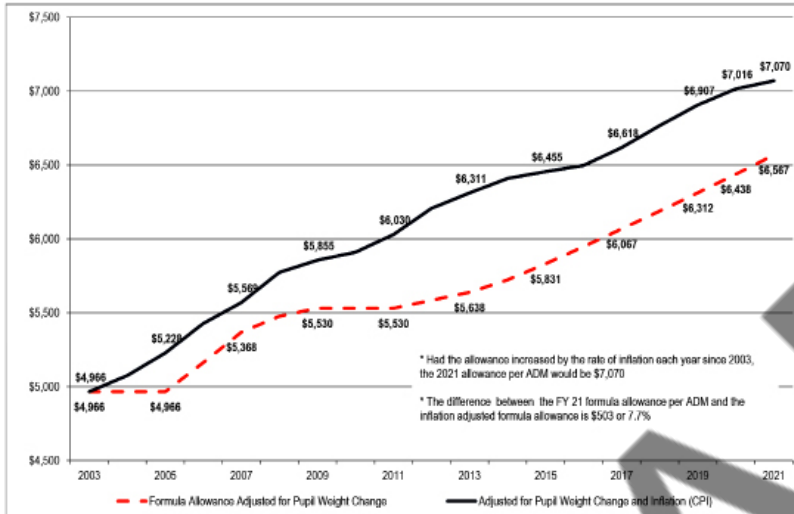


Association of Metropolitan School Districts

STABILIZE EDUCATION FUNDING



General Education Formula Allowance, 2003-2021
Adjusted for Pupil Weight Change and Inflation (CPI)



Source: Minnesota Department of Education, June, 2020

A School Finance Working Group, convened last year by the Minnesota Department of Education, drafted a comprehensive set of recommendations that would stabilize the education funding system and ensure taxpayer equity. The recommendations would reduce reliance on state aid and on the operating referendum by establishing an equalized local levy and recognizing cost differentials related to geographic location and district size. The Governor and Legislature should phase in the recommendations to stabilize funding for schools.

To provide stability in the short-term, the Governor and Legislature should:

- Increase the basic formula allowance by 2 percent per year and index the formula to inflation;
- Mitigate the impact of the COVID-19 pandemic by allowing school districts to use the greater of the 2019 or 2020 pupil counts for general education and compensatory funding;
- Allow locally-elected school boards to renew an existing operating referendum.

ENSURE SAFE SCHOOLS

To protect public assets and ensure safe and secure learning environments for students and staff, state policymakers should:

- Increase the Safe Schools Levy to allow school districts and intermediate school districts to hire additional support staff to address the growing mental health needs of our students which have been compounded by the COVID-19 pandemic;
- Remove the per pupil limit on the Long-Term Facilities Revenue program so every school district can maintain safe learning environments;
- Expand the allowable uses of Long-Term Facilities Maintenance Revenue to allow school districts and intermediate school districts to enhance safety through security modifications to buildings, including remodeling and additions to existing space.

The basic funding formula would be \$503 per pupil higher for 2021 if it had kept up with inflation.



Association of Metropolitan School Districts

CLOSE OPPORTUNITY GAPS

The AMSD Board of Directors urges the Governor and Legislature to close opportunity gaps and accelerate growth for students of color and other historically underserved students. To ensure each learner can realize their full potential, the Governor and Legislature should:

- Increase special education and English learner funding to eliminate the funding shortfalls in these programs which causes school districts to redirect general education funding;
- Create incentives and alternatives to attract, develop and retain teachers, particularly teachers of color and teachers in shortage areas;
- Maintain multiple pathways to licensure in the tiered licensing system;
- Increase access to school-based pre-kindergarten programs;
- Ensure all students have access to reliable internet service and devices to engage in distance learning.



ENHANCE TAXPAYER EQUITY

Property tax levies play a critical role in funding education programs and facilities. However, these levies have widely varying impacts on local property taxpayers depending on the property wealth of the school district. To eliminate these disparities, the Governor and Legislature should:

- Include increased equalization of the operating referendum, local optional and debt service levies in the Omnibus Tax Bill;
- Oppose taxpayer subsidies of private education through vouchers, tax credits or scholarships.



Association of Metropolitan School Districts

MEMBER DISTRICTS

Anoka-Hennepin School District • Bloomington Public Schools • Brooklyn Center Community Schools • Burnsville-Eagan-Savage School District 191 • Columbia Heights Public Schools • Eastern Carver County Schools • Eden Prairie Schools • Edina Public Schools • Elk River School District ISD #728 • Equity Alliance MN • Farmington Area Public Schools • Fridley Public Schools • Hastings Public Schools • Hopkins Public Schools • Intermediate School District #287 • Intermediate School District #917 • Inver Grove Heights Schools • Lakeville Area Public Schools • Mahtomedi Public Schools • Metro ECSU • Minneapolis Public Schools • Minnetonka Public Schools • Mounds View Public Schools • North St. Paul-Maplewood-Oakdale School District • Northeast Metro Intermediate School District #916 • Northwest Suburban Integration District • Orono Schools • Osseo Area Schools • Prior Lake-Savage Area Schools • Richfield Public Schools • Robbinsdale Area Schools • Rochester Public Schools • Rockford Area Schools • Rosemount-Apple Valley-Eagan Public Schools • Roseville Area Schools • Shakopee Public Schools • South St. Paul Public Schools • South Washington County Schools • SouthWest Metro Intermediate District • Spring Lake Park Schools • St. Anthony-New Brighton Independent School District • St. Cloud Area School District 742 • St. Louis Park Public Schools • Saint Paul Public Schools • Stillwater Area Public Schools • Wayzata Public Schools • West St. Paul-Mendota Heights-Eagan School District • Westonka Public Schools • White Bear Lake Area Schools

REDUCE MANDATES AND ENCOURAGE INNOVATION

One size fits all mandates stifle innovation, creativity and local control. The Governor and Legislature should oppose any new unfunded mandates and encourage innovation:

- Expand the innovation zone law to allow school districts to:
 - Implement a competency-based education model in lieu of seat time requirements;
 - Collaborate with post-secondary institutions, nonprofit organizations and businesses to enhance course offerings and opportunities for students;
 - Replace the high school MCA exams with a nationally-recognized college entrance exam;
 - Offer online or blended learning instruction to students;
 - Establish the calendar that best meets the needs of their students and community.
- To provide budgetary relief, the Governor and Legislature should:
 - Repeal the requirement that school districts publish minutes and budget information in the newspaper and instead allow this information to be posted on the district website;
 - Delay the science, English language arts, and social studies standards revisions by one year.



STAY CONNECTED WITH AMSD

Website: www.amsd.org

Twitter: @amsdmn

Facebook: www.facebook.com/AMSDMN

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AMSD 2021 Legislative Session Preview

January 8, 2021

8:00 AM – 9:30 AM

Conducted via Zoom

AGENDA

8:00 AM	Welcome AMSD Chair Curtis Johnson
8:00 AM – 8:15 AM	Introduction of Legislators AMSD Executive Director Scott Croonquist
8:15 AM – 8:45 AM	AMSD Presentation <ul style="list-style-type: none">• Superintendent Christine Tucci Osorio, North St. Paul-Maplewood-Oakdale Public Schools• Superintendent Kim Hiel, Fridley Public Schools• Superintendent Mike Redmond, Shakopee Public Schools
8:45 AM – 9:00 AM	Governor Tim Walz (Invited) Commissioner Mary Cathryn Ricker (Invited)
9:00 AM – 9:30 AM	Legislative Leadership Panel <ul style="list-style-type: none">• Rep. Melissa Hortman, Speaker of the House• Rep. Ron Kresha, House Republican Caucus• Sen. Paul Gazelka, Senate Majority Leader• Sen. Susan Kent, Senate Minority Leader
9:30	Closing Remarks AMSD Chair Curtis Johnson

RESOLUTION DESIGNATING POLLING PLACES FOR 2020

WHEREAS, Minnesota Statute 204B.16, subd.1 requires Richfield Public Schools, by ordinance or resolution, to designate polling places for the upcoming year; and

WHEREAS, changes to the polling places locations may be made at least 90 days before the next election if one or more of the authorized polling places becomes unavailable for use; and

WHEREAS, changes to the polling place locations may be made in the case of an emergency when it is necessary to ensure a safe and secure location for voting; and

NOW, THEREFORE, BE IT RESOLVED, Richfield Public Schools hereby designates the following polling places for elections conducted in the city as well as residents in non-Richfield precincts in 2021;

<u>Precinct No. 1</u> Ward 3	Mt. Calvary Education Building 6541 16th Avenue
<u>Precinct No. 2</u> Ward 2	St. Peter's Catholic Church 6730 Nicollet Avenue
<u>Precinct No. 3</u> <u>Edina P14, Edina P16</u> <u>Edina P17, Edina P18</u> Ward 1	Sheridan Hills School 6400 Sheridan Avenue
<u>Precinct No. 4</u> Ward 1	St. Richard's Catholic Church 7540 Penn Avenue
<u>Precinct No. 5</u> Ward 1	Richfield Middle School 7461 Oliver Avenue
<u>Precinct No. 6</u> Ward 2	Central School Building 7145 Harriet Avenue
<u>Precinct No. 7</u> Ward 2	Hope Presbyterian Education Facility 7132 Portland Avenue
<u>Precinct No. 8</u> Ward 3	Richfield Dual Language School (RDLS) 7001 Elliot Avenue
<u>Precinct No. 9</u> Ward 3	Centennial School 7315 Bloomington Avenue

NOW, THEREFORE, BE IT RESOLVED by Richfield Public Schools that the nine locations listed above are the designated 2021 polling locations in Richfield.

Adopted by Richfield Public Schools this 21st day of December, 2020.

ATTEST:

Christine Maleck, Board Clerk

Crystal Brakke, Board Chair

NEW BUSINESS - FOR ACTION

Agenda Item VI.B

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, December 21, 2020

Subject: Notice of Pay Equity

(Recommended by the Superintendent)

That the Board approve the attached Pay Equity Compliance Report.

Background Information

(Prepared by Craig Holje)

At the January 21, 2020 Board meeting, the District Pay Equity Compliance Report was presented for Board approval. The District received notification on November 17, 2020 from Minnesota Management & Budget that Richfield Public Schools has met Local Government Pay Equity requirements under M.S. 471.991-471.999 and Minnesota rules Chapter 3920. Attached is a copy of the compliance certificate.

Attached:

Pay Equity Certificate

Pay Equity Report



Notice of Pay Equity Compliance

Presented to

ISD No. 280 - Richfield

For successfully meeting the requirements of the Local Government Pay Equity Act M.S. 471.991 - 471.999 and Minnesota rules Chapter 3920. This notice is a result of an official review of your 2020 pay equity report by Minnesota Management & Budget.

Your cooperation in complying with the local government pay equity requirements is greatly appreciated.

November 17, 2020

Date

A handwritten signature in blue ink, which appears to read "Myron Frans". The signature is written in a cursive, flowing style.

Myron Frans, Commissioner

Results of Tests for Pay Equity Compliance

Date: November 17, 2020

Jurisdiction: ISD No. 280 - Richfield

ID#: 1098

1. Completeness and Accuracy Test

☒ Passed. Required information was submitted accurately and on time.

2. Statistical Analysis Test

☒ Passed. Jurisdiction had more than three male classes and an underpayment ratio of 80% or more.

☐ Passed. Jurisdiction had at least six male classes, at least one class with a salary range, an underpayment ratio below 80% but a t-test that was not statistically significant.

3. Salary Range Test

☐ Passed. Too few classes had an established number of years to move through a salary range.

☒ Passed. Salary range test showed a score of 80% or more.

4. Exceptional Service Pay Test

☐ Passed. Too few classes received exceptional service pay.

☒ Passed. Exceptional service pay test showed a score of 80% or more.

If you have questions or need assistance, please contact Dominique Murray at (651) 259-3805, or by email: pay.equity@state.mn.us

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, December, 21 2020

Subject: R-STEM Facilities Project Change Order #029

(Recommended by the Superintendent)

That the Board of Education approve R-STEM Facilities Project Change Order #029 and #030 for a net increase of \$27,436.78.

Background Information

- STEM Change Order #029 – An addition of \$17,430.57 for Mechanical modifications with the majority of the costs for Fin Tube Radiation piping modifications due to existing conflicts with piping scheduled to remain as well as custom convector panels in the kitchen and main level bathrooms. Also included is a credit for modifications to the kitchen floor drain.
- STEM Change Order #030 – An addition of \$10,006.21 for various modifications with the majority of the added costs for Fireproofing required at the penetrations in the tunnel and boiler room.

The original (Contract Sum)	\$14,800,000.00
Net Change by previously authorized Change Orders	\$718,821.21
The contract sum prior to this Change Order	\$15,518,821.21
The contract sum will be increased by this Change Order in the amount of	\$27,436.78
The new contract sum including all Change Orders will be	\$15,546,257.99



ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S180064 - STEM - ISD #280, Richfield STEM School
7020 12th Ave S
Richfield, Minnesota

Contract Change Order #029: Shaw-Lundquist CO 029

CONTRACT COMPANY:	Shaw-Lundquist Associates, Inc. 2757 West Service Road St. Paul, Minnesota 55121	CONTRACT FOR:	SC-S180064 - STEM-001:Shaw-Lundquist Single Prime Contract
DATE CREATED:	12/11/2020	CREATED BY:	Raeann Wynn (ICS - Minneapolis, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	12/11/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$17,430.57

DESCRIPTION:

Mechanical modifications including: phasing installation for fin tube radiation, custom convector panels for the kitchen and two bathrooms, repair of existing piping, and a credit to have an aluminum grate in lieu of a floor drain in the kitchen.

CE #175 - PR #069 - Kitchen Floor Drain RFI #262: (\$2,442.52)

CE #176 - PR #071 - Convector Filler Panels RFI 277: \$4,907.70

CE #179 - #261: New FTR Piping Issues: \$13,812.15

CE #188 - #294: AHU 3: \$215.71

CE #198 - Repair Existing Leaking Pipes in Tunnel: \$937.53

ATTACHMENTS:

[STEM Cost Review CE 034 CE179 CE 188 CE 199 Approval 12-9-20.msg](#) [STEM Cost Review CE 175 CE 198 CE 200 CE 201 Approval 12-4-20.msg](#) [PR #071 Pricing for Approval STEM 2020-08-24.pdf](#) [PR #071 - Convector Filler Panels RFI 277.pdf](#) [PR #069 - Kitchen Floor Drain RFI #262.pdf](#)

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 14,800,000.00
Net change by previously authorized Change Orders	\$ 718,821.21
The contract sum prior to this Change Order was	\$ 15,518,821.21
The contract sum will be increased by this Change Order in the amount of	\$ 17,430.57
The new contract sum including this Change Order will be	\$ 15,536,251.78
The contract time will not be changed by this Change Order by 0 days	



Shaw-Lundquist Associates, Inc.
2757 West Service Road
St. Paul Minnesota 55121

Wold Architects & Engineers
332 Minnesota Street, Suite W2000
St. Paul Minnesota 55101

Independent School District #280
7001 Harriet Avenue S.
Richfield Minnesota 55423

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ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S180064 - STEM - ISD #280, Richfield STEM School
7020 12th Ave S
Richfield, Minnesota

Contract Change Order #030: Shaw-Lundquist CO 030

CONTRACT COMPANY:	Shaw-Lundquist Associates, Inc. 2757 West Service Road St. Paul, Minnesota 55121	CONTRACT FOR:	SC-S180064 - STEM-001:Shaw-Lundquist Single Prime Contract
DATE CREATED:	12/11/2020	CREATED BY:	Raeann Wynn (ICS - Minneapolis, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	12/11/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$10,006.21

DESCRIPTION:

Most of the costs are for additional fireproofing at the boiler room the building code requires. There are some minor modifications to prep existing flooring near the media center and infill part of the wall in a mechanical room where an existing exhaust fan was removed. Also included is a credit to pay for elevator maintenance throughout the project.

CE #034 - #80: Un-foreseen embedded brick Grid 9 second floor Area A: \$1,819.13

CE #072 - PR #029 - New and Existing Ceiling Modifications RFI #134 and #137: No cost impact \$0.00

CE #196 - #214: Missing Infill Detail: \$1,391.18

CE #199 - Fireproofing at Tunnel and Boiler Room: \$8,179.88

CE #200 - Back charge for elevator repairs: (\$1,988.00)

CE #201 - #296: Stainless Steel Corner Guards on Food Service Drawings: \$604.02

ATTACHMENTS:

[ICS CE #196 Pricing for Approval STEM 2020-12-10.pdf](#) [STEM Cost Review CE 034 CE179 CE 188 CE 199 Approval 12-9-20.msg](#) [STEM Cost Review CE 175 CE 198 CE 200 CE 201 Approval 12-4-20.msg](#) [PR #029 Pricing for Approval STEM.pdf](#) [PR #029 - New and Existing Ceiling Modifications RFI #134 and #137.pdf](#)

CHANGE ORDER LINE ITEMS:



The original (Contract Sum)	\$ 14,800,000.00
Net change by previously authorized Change Orders	\$ 736,251.78
The contract sum prior to this Change Order was	\$ 15,536,251.78
The contract sum will be increased by this Change Order in the amount of	\$ 10,006.21
The new contract sum including this Change Order will be	\$ 15,546,257.99
The contract time will not be changed by this Change Order by 0 days	

Shaw-Lundquist Associates, Inc.
2757 West Service Road
St. Paul Minnesota 55121

Wold Architects & Engineers
332 Minnesota Street, Suite W2000
St. Paul Minnesota 55101

Independent School District #280
7001 Harriet Avenue S.
Richfield Minnesota 55423

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Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, December 21, 2020

Subject: SHERIDAN HILLS Facilities Project Change Orders #019

(Recommended by the Superintendent)

That the Board of Education approve SHERIDAN HILLS Facilities Project Change Order #019 for a net increase of \$14,680.00.

Background Information

- An addition of \$14,680.00 to provide wall tile patching in various corridor locations, re-pipe domestic water feeds and install a new faucet at an existing mop sink, provide heat and cover for concrete and masonry at the chiller enclosure and chiller pad due to delays from Xcel Energy in relocating the existing service, as well as painting existing exposed wood beams in (2) locations.

The original (Contract Sum)	\$9,582,000.00
Net Change by previously authorized Change Orders	\$346,503.00
The contract sum prior to these Change Orders	\$9,928,503.00
The contract sum will be increased by these Change Orders in the amount of	\$14,680.00
The new contract sum including all Change Orders will be	\$9,943,183.00



ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S180064 - SHRDN - ISD #280, Richfield Sheridan Hills
Elementary 2019 Additions & Renovations
6400 Sheridan Avenue South
Richfield, Minnesota 55423

Contract Change Order #019: Corval CO 019

CONTRACT COMPANY:	Corval Group 1633 Eustis Street St. Paul, Minnesota 55108	CONTRACT FOR:	SC-S180064 - SHRDN-001:Corval Group Single Prime Contract
DATE CREATED:	12/14/2020	CREATED BY:	Raeann Wynn (ICS - Minneapolis, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	12/14/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Design Development Existing Condition Field Work Order
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$14,680.00

DESCRIPTION:

Included in this change order are costs to provide wall tile patching in various corridor locations, re-pipe domestic water feeds and install new faucet at existing mop sink, provide heat and cover for concrete and masonry at the chiller enclosure and chiller pad, and paint existing exposed wood beams in (2) locations.

CE #055 - RFCO - RFI 145 Wall Finish In Area A Corridor: \$7,281.00
RFCO - RFI 145 Wall Finish In Area A Corridor

CE #068 - PR 036 - Second Floor Mop Sink: \$4,429.00
PR 036 - Second Floor Mop Sink

CE #096 - RFCO - GCPR#44 - Heat and Cover Chiller Enclosure: \$2,447.00
RFCO - GCPR#44 - Heat and Cover Chiller Enclosure

Heat and Cover for concrete and masonry at chiller enclosure required due to schedule delays caused by Xcel Energy.

CE #097 - RFCO - Paint RFI (Exposed Wood Beams): \$523.00
RFCO - Paint RFI (Exposed Wood Beams)

ATTACHMENTS:

[GCPR#45 - RFI#229 pricing.pdf](#) [GCPR#44 - Pricing.pdf](#) [PR#36 - Pricing for Approval.pdf](#) [GCPR#15 - Wall Finish in Area A Corridor.pdf](#) [PR 036 - Second Floor Mop Sink.pdf](#)

CHANGE ORDER LINE ITEMS:



The original (Contract Sum)	\$ 9,582,000.00
Net change by previously authorized Change Orders	\$ 346,503.00
The contract sum prior to this Change Order was	\$ 9,928,503.00
The contract sum will be increased by this Change Order in the amount of	\$ 14,680.00
The new contract sum including this Change Order will be	\$ 9,943,183.00
The contract time will not be changed by this Change Order by 0 days	

Corval Group
1633 Eustis Street
St. Paul Minnesota 55108

Wold Architects & Engineers
332 Minnesota Street, Suite W2000
St. Paul Minnesota 55101

Independent School District #280
7001 Harriet Avenue S.
Richfield Minnesota 55423

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NEW BUSINESS - FOR ACTION

Agenda Item VI.E.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, December 21, 2020

Subject: RMS Facilities Project Change Order #012

(Recommended by the Superintendent)

That the Board of Education approve RMS Facilities Project Change Orders #012 for a net increase of \$18,772.01.

Background Information

- Richfield Middle School Change Order #012 – An addition of \$18,772.01 for mechanical modifications and additions to controls of existing exhaust fans, as well as rerouting of ductwork and piping in the lower level. Also included are costs to add outlets, flooring, and ceiling tile in various spaces as well as multiple no cost changes.

The original (Contract Sum)	\$16,701,000.00
Net Change by previously authorized Change Orders	\$159,335.38
The contract sum prior to this Change Order	\$16,860,335.38
The contract sum will be increased by this Change Order in the amount of	\$18,772.01
The new contract sum including all Change Orders will be	\$16,879,107.39



ICS
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Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S180064 - RMS - ISD #280, Richfield Middle School
7461 Oliver Avenue South
Richfield, Minnesota 55423

Contract Change Order #012: Shaw-Lundquist CO 012

CONTRACT COMPANY:	Shaw-Lundquist Associates, Inc. 2757 West Service Road St. Paul, Minnesota 55121	CONTRACT FOR:	SC-S180064 - RMS-001:Shaw-Lundquist Single Prime Contract
DATE CREATED:	12/11/2020	CREATED BY:	Raeann Wynn (ICS - Minneapolis, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	12/11/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$18,772.01

DESCRIPTION:

There are six no cost supplemental information/proposal requests. Largest costs are associated with mechanical modifications which include adding local controls to existing exhaust fans in science rooms, rerouting of ductwork and piping in the lower level mechanical room. There is also a cost to add outlets to columns in the second floor lab classroom due to fin tube being in conflict. Smaller architectural modifications include flooring in the second level storage room and additional ceiling tile throughout where salvage tiled was to be used.

CE #010 - SI #004 - Exit Sign Updated Locations: No cost impact \$0.00

CE #042 - PR #019 - Building #2 Construction Type Code Modifications: No cost impact \$0.00

CE #054 - SI #005 Chiller Enclosure Clarifications: No cost impact \$0.00

CE #057 - PR #022 - UV Hydronic Piping: No cost impact \$0.00

CE #069 - PR #024 - Controls and Area 'D' HVAC Modifications RFI 140, 148, 150: \$7,256.55

CE #070 - #147: Existing duct in the way for new heating/chilled/acid waist/vent. Lower B new mech room: \$3,158.40

CE #081 - SI #008 - Foods Lab Casework Modifications: No cost impact \$0.00

CE #082 - SI #003 - Second and Third Floor Corridor Supply Grilles: No cost impact \$0.00

CE #085 - #178: Chase in room C-210: \$454.30

CE #087 - PR #026 - Electrical RFI #113: Electrical, Fin tube radiation conflict C212: \$2,810.05

CE #090 - #143: Storage C-208a Flooring: \$3,714.48



CE #094 - PR #028 RFI #183: Electrical and Fin Tube Conflict: \$272.58

CE #098 - Additional Ceiling Tile: \$1,105.65

Additional charges to furnish ceiling tile where salvaged tile was unavailable in phase 1.

ATTACHMENTS:

[RMS Cost Review CE 085_087_098 Approval 12-4-20.msg](#) [FW RMS Cost Review CE #086 CE #094 Approval 11-24-20.msg](#) [FW_ISD #280 - Richfield Middle School Mechanical Change Event Approval CE #069 CE #070 11-23-20.msg](#) [RMS Cost Review Approval CE #090 11-22-20.msg](#) [PR #028 - RFI 183 Response.pdf](#) [PR #026 - Electrical RFI #113.pdf](#) [SI #003 - Second and Third Floor Corridor Supply Grilles.pdf](#) [SI #008 - Foods Lab Casework Modifications.pdf](#) [PR #024 - Controls and Area 'D' HVAC Modifications RFI 140, 148, 150.pdf](#) [PR #022 - UV Hydronic Piping.pdf](#) [SI #005 Chiller Enclosure Clarifications.pdf](#) [PR #019 - Building #2 Construction Type Code Modifications.pdf](#) [SI #004 - Exit Sign Updated Locations.pdf](#)

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 16,701,000.00
Net change by previously authorized Change Orders	\$ 159,335.38
The contract sum prior to this Change Order was	\$ 16,860,335.38
The contract sum will be increased by this Change Order in the amount of	\$ 18,772.01
The new contract sum including this Change Order will be	\$ 16,879,107.39
The contract time will not be changed by this Change Order by 0 days	

Shaw-Lundquist Associates, Inc.
2757 West Service Road
St. Paul Minnesota 55121

Wold Architects & Engineers
332 Minnesota Street, Suite W2000
St. Paul Minnesota 55101

Independent School District #280
7001 Harriet Avenue S.
Richfield Minnesota 55423

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NEW BUSINESS - FOR ACTION

Agenda Item VI.F.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, December 21, 2020

Subject: RHS Facilities Project Change Orders #043 - #047

(Recommended by the Superintendent)

That the Board of Education approve RHS Facilities Project Change Orders #043 - #047 for a net increase of \$124,882.35.

Background Information

- RHS Change Order #043 – An addition of \$ 21,736.49 for utility revisions in the courtyard, relocation of the IT closet cooling condenser in the main courtyard and revisions to the boiler venting and exhaust fans.
- RHS Change Order #044 – An addition of \$ 22,343.50 for various locations of masonry and gypsum board wall patching with the majority of the cost attributed to patching in the former lower level locker room area.
- RHS Change Order #045 – An addition of \$ 35,093.02 for rerouting of ductwork in the main level athletic area due to restricted ceiling heights.
- RHS Change Order #046 – An addition of \$ 24,325.22 for a numerous mechanical and electrical modifications due to field conflicts with the existing conditions.
- RHS Change Order #047 – An addition of \$21,384.12 for several modifications including additional wall patching, building insulation, floor patching, science room casework and fume hood work and rewiring of the existing gymnasium audio system.

The original (Contract Sum)	\$35,430,000.00
Net Change by previously authorized Change Orders	\$2,125,179.67
The contract sum prior to these Change Orders	\$37,555,179.67
The contract sum will be increased by these Change Orders in the amount of	\$124,882.35
The new contract sum including all Change Orders will be	\$37,680,062.02



ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S180064 - RHS - ISD #280, Richfield High School
7001 Harriet Avenue South
Richfield, Minnesota 55423

Contract Change Order #043: L.S. Black CO 043

CONTRACT COMPANY:	L.S. Black Constructors, Inc. 1959 Sloan Place, Suite 220 St. Paul, Minnesota 55117	CONTRACT FOR:	SC-S180064 - RHS-001:L.S. Black Single Prime Contract
DATE CREATED:	12/11/2020	CREATED BY:	Raeann Wynn (ICS - Minneapolis, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	12/11/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$21,736.49

DESCRIPTION:
Mechanical revisions for existing equipment in the courtyard and boiler room.

CE #228 - PR #102 - Relocation of Liebert Unit at Courtyard: \$17,285.00

CE #239 - PR #109 - Boiler Venting and Area M Exhaust Fans: \$2,268.00

CE #246 - PR #112 - Area F Courtyard Utility Revisions: \$2,183.49

ATTACHMENTS:

[RHS Cost Review.msg](#) [PR #112 - Area F Courtyard Utility Revisions.pdf](#) [PR #109 - Boiler Venting and Area M Exhaust Fans.pdf](#) [PR #102 - Relocation of Liebert Unit at Courtyard.pdf](#)

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 35,430,000.00
Net change by previously authorized Change Orders	\$ 2,125,179.67
The contract sum prior to this Change Order was	\$ 37,555,179.67
The contract sum will be increased by this Change Order in the amount of	\$ 21,736.49
The new contract sum including this Change Order will be	\$ 37,576,916.16
The contract time will not be changed by this Change Order by 0 days	

L.S. Black Constructors, Inc.
1959 Sloan Place, Suite 220
St. Paul Minnesota 55117

Wold Architects & Engineers
332 Minnesota Street, Suite W2000
St. Paul Minnesota 55101

Independent School District #280
7001 Harriet Avenue S.
Richfield Minnesota 55423

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ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S180064 - RHS - ISD #280, Richfield High School
7001 Harriet Avenue South
Richfield, Minnesota 55423

Contract Change Order #044: L.S. Black CO 044

CONTRACT COMPANY:	L.S. Black Constructors, Inc. 1959 Sloan Place, Suite 220 St. Paul, Minnesota 55117	CONTRACT FOR:	SC-S180064 - RHS-001:L.S. Black Single Prime Contract
DATE CREATED:	12/14/2020	CREATED BY:	Raeann Wynn (ICS - Minneapolis, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	12/14/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Existing Condition
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$22,343.50

DESCRIPTION:

Various masonry and gypsum board wall patching and repair where demolition took place and existing conditions needed repair. The majority of the costs are in the lower level locker room areas where old ductwork was removed and walls had to be filled in.

CE #292 - Masonry patching Area E and Area F: \$16,875.04

CE #293 - L108 CMU patching: \$1,524.99

CE #312 - Field Directed Wall Patching: \$3,943.47

ATTACHMENTS:

[FW_RHS Cost Reviews CE 217_311_312_314_316 Approval 11-24-20.msg](#) [CE #292 - Masonry patching Area E and Area F Pricing Complete 10-22-20.pdf](#) [CE #293 - L108 CMU patching Pricing Complete 10-22-20.pdf](#)

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 35,430,000.00
Net change by previously authorized Change Orders	\$ 2,146,916.16
The contract sum prior to this Change Order was	\$ 37,576,916.16
The contract sum will be increased by this Change Order in the amount of	\$ 22,343.50
The new contract sum including this Change Order will be	\$ 37,599,259.66
The contract time will not be changed by this Change Order by 0 days	



L.S. Black Constructors, Inc.
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St. Paul Minnesota 55117

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332 Minnesota Street, Suite W2000
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Fax: (763) 780-2866

Project: S180064 - RHS - ISD #280, Richfield High School
7001 Harriet Avenue South
Richfield, Minnesota 55423

Contract Change Order #045: L.S. Black CO 045

CONTRACT COMPANY:	L.S. Black Constructors, Inc. 1959 Sloan Place, Suite 220 St. Paul, Minnesota 55117	CONTRACT FOR:	SC-S180064 - RHS-001:L.S. Black Single Prime Contract
DATE CREATED:	12/14/2020	CREATED BY:	Raeann Wynn (ICS - Minneapolis, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	12/14/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$35,093.02

DESCRIPTION:

Rerouting of HVAC ductwork on the main level existing athletic corridor due to restricted heights within ceiling and roof deck.

CE #188 - PR #094 Area F and E Ductwork: \$35,093.02

ATTACHMENTS:

[RHS Cost Review.msg](#) [PR #094 Area F and E Ductwork.pdf](#)

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 35,430,000.00
Net change by previously authorized Change Orders	\$ 2,169,259.66
The contract sum prior to this Change Order was	\$ 37,599,259.66
The contract sum will be increased by this Change Order in the amount of	\$ 35,093.02
The new contract sum including this Change Order will be	\$ 37,634,352.68
The contract time will not be changed by this Change Order by 0 days	

L.S. Black Constructors, Inc.
1959 Sloan Place, Suite 220
St. Paul Minnesota 55117

Wold Architects & Engineers
332 Minnesota Street, Suite W2000
St. Paul Minnesota 55101

Independent School District #280
7001 Harriet Avenue S.
Richfield Minnesota 55423

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Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S180064 - RHS - ISD #280, Richfield High School
7001 Harriet Avenue South
Richfield, Minnesota 55423

Contract Change Order #046: L.S. Black CO 046

CONTRACT COMPANY:	L.S. Black Constructors, Inc. 1959 Sloan Place, Suite 220 St. Paul, Minnesota 55117	CONTRACT FOR:	SC-S180064 - RHS-001:L.S. Black Single Prime Contract
DATE CREATED:	12/14/2020	CREATED BY:	Raeann Wynn (ICS - Minneapolis, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	12/14/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$24,325.22

DESCRIPTION:

A number of smaller mechanical and electrical modifications due to in field coordination and existing conditions.

CE #217 - PR #099 Athletic Commons and Concession Revisions: \$3,462.25

CE #226 - PR #098 Area 'F' Concessions and Ductwork Modifications: \$8,579.29

CE #286 - PR #120 - H215 Electrical Receptacles: \$1,984.61

CE #287 - PR #121 RFI #660 - Boiler Power Revision: \$2,304.04

CE #296 - Demo condensing units RFI-467, RFI-472, RFI-489: \$4,167.03

CE #310 - #520: Area E Fan Coil Unit Access: \$3,828.00

ATTACHMENTS:

[FW_RHS Cost Review - Electrical CE #286_287 Approval 12-09-20.msg](#) [RHS Cost Review.msg](#) [RHS Cost Review.msg](#) [RHS Cost Review.msg](#)
[FW_RHS Cost Reviews CE 217_311_312_314_316 Approval 11-24-20.msg](#) [PR #121 RFI #660 - Boiler Power Revision.pdf](#) [PR #120 - H215 Electrical Receptacles.pdf](#) [PR #098 Area 'F' Concessions and Ductwork Modifications.pdf](#) [PR #099 Athletic Commons and Concession Revisions.pdf](#)

CHANGE ORDER LINE ITEMS:



The original (Contract Sum)	\$ 35,430,000.00
Net change by previously authorized Change Orders	\$ 2,204,352.68
The contract sum prior to this Change Order was	\$ 37,634,352.68
The contract sum will be increased by this Change Order in the amount of	\$ 24,325.22
The new contract sum including this Change Order will be	\$ 37,658,677.90
The contract time will not be changed by this Change Order by 0 days	

L.S. Black Constructors, Inc.
1959 Sloan Place, Suite 220
St. Paul Minnesota 55117

Wold Architects & Engineers
332 Minnesota Street, Suite W2000
St. Paul Minnesota 55101

Independent School District #280
7001 Harriet Avenue S.
Richfield Minnesota 55423

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S180064 - RHS - ISD #280, Richfield High School
7001 Harriet Avenue South
Richfield, Minnesota 55423

Contract Change Order #047: L.S. Black CO 047

CONTRACT COMPANY:	L.S. Black Constructors, Inc. 1959 Sloan Place, Suite 220 St. Paul, Minnesota 55117	CONTRACT FOR:	SC-S180064 - RHS-001:L.S. Black Single Prime Contract
DATE CREATED:	12/14/2020	CREATED BY:	Raeann Wynn (ICS - Minneapolis, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	12/14/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$21,384.12

DESCRIPTION:

Several minor adjustments including, additional wall patching and building insulation, floor height corrections, rewiring existing microphones in gym, casework and fume hood modifications.

CE #256 - #542: H215 Floor Heights: \$3,625.29

CE #300 - #527: F117 Issues: \$1,082.40

CE #301 - #544: Area P Roof Connections to Existing Roof: \$1,229.21

CE #302 - #554: H302 Sink and Plumbing vs. Casework: \$2,629.54

CE #303 - #580: First floor Area F athletic offices changes: \$543.90

CE #304 - #621: Trash Enclosure Pier Modifications: \$951.87

CE #308 - #584: Area P to D Building Expansion/Insulation: \$3,829.50

CE #309 - #597: Area C Fume Hood Casework ADA Compliance: \$2,569.41

CE #311 - #658: Door material type - Area D: \$811.86

CE #313 - #546: F119 Unmarked Mechanical: \$839.85

CE #314 - Field Directed Column Patching: \$3,271.29



ATTACHMENTS:

[RHS Cost Review.msg](#) [RHS Cost Review.msg](#) [FW RHS Cost Reviews CE 217_311_312_314_316 Approval 11-24-20.msg](#) [CE #308 - #584 Area P to D Building Expansion Insulation Pricing Complete 11-10-20.pdf](#) [CE #309 - #597 Area C Fume Hood Casework ADA Compliance Pricing Complete 11-10-20.pdf](#) [CE #302 - #554 H302 Sink and Plumbing vs. Casework Pricing Complete 11-5-20 Rev 1.pdf](#) [CE #300 - #527 F117 Issues Pricing Complete 11-3-20.pdf](#) [CE #301 - #544 Area P Roof Connections to Existing Roof Pricing Complete 11-3-20.pdf](#) [CE #303 - #580 First floor Area F athletic offices changes Pricing Complete 11-3-20.pdf](#) [CE #304 - #621 Trash Enclosure Pier Modifications Pricing Complete 11-3-20.pdf](#)

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 35,430,000.00
Net change by previously authorized Change Orders	\$ 2,228,677.90
The contract sum prior to this Change Order was	\$ 37,658,677.90
The contract sum will be increased by this Change Order in the amount of	\$ 21,384.12
The new contract sum including this Change Order will be	\$ 37,680,062.02
The contract time will not be changed by this Change Order by 0 days	

L.S. Black Constructors, Inc.
1959 Sloan Place, Suite 220
St. Paul Minnesota 55117

Wold Architects & Engineers
332 Minnesota Street, Suite W2000
St. Paul Minnesota 55101

Independent School District #280
7001 Harriet Avenue S.
Richfield Minnesota 55423

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

NEW BUSINESS - FOR ACTION

Agenda Item VI.G.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, December 21, 2020

Subject: CENTENNIAL Facilities Project Change Order #017

(Recommended by the Superintendent)

That the Board of Education approve CENTENNIAL Facilities Project Change Order #017 for a net decrease of \$6,385.00.

Background Information

- Centennial Change Order #017 – A credit of \$6,385.00 for modifications to the Mechanical Equipment Curbs and Air Handling Unit Filters that reduced the scope from the original contract documents.

The original (Contract Sum)	\$6,759,200.00
Net Change by previously authorized Change Orders	\$210,071.00
The contract sum prior to these Change Orders	\$6,969,271.00
The contract sum will be increased by these Change Orders in the amount of	(\$6,385.00)
The new contract sum including all Change Orders will be	\$6,962,886.00



ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S180064 - CNTNL - ISD #280, Centennial Elementary School -
2019 Renovations
7315 Bloomington Avenue South
Richfield, Minnesota 55423

Contract Change Order #017: Ebert CO 017

CONTRACT COMPANY:	Ebert Construction 23350 County Road 10 Corcoran, Minnesota 55357	CONTRACT FOR:	SC-S180064 - CNTNL-001:Ebert Construction Single Prime Contract
DATE CREATED:	12/14/2020	CREATED BY:	Raeann Wynn (ICS - Minneapolis, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	12/14/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Design Development
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	(\$6,385.00)

DESCRIPTION:

Included in this change order is a credit for rooftop curbs for mechanical scope that was not needed as well as other labor and materials that were not required for work involving the removal and replacement of an existing AHU filter rack and blender section.

CE #088 - PR #023 - Rooftop Mechanical Equipment Curbs and AHU Filter Rack: (\$6,385.00)
PR #023 - Rooftop Mechanical Equipment Curbs and AHU Filter Rack

ATTACHMENTS:

[CE #088 - PR #023 - Roof Mechanical Curb & AHU Filter Rack Credit - Revised 11.10.2020.pdf](#) [PR #023 - Rooftop Mechanical Equipment Curbs and AHU Filter Rack.pdf](#)

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 6,759,200.00
Net change by previously authorized Change Orders	\$ 210,071.00
The contract sum prior to this Change Order was	\$ 6,969,271.00
The contract sum will be decreased by this Change Order in the amount of	(\$6,385.00)
The new contract sum including this Change Order will be	\$ 6,962,886.00
The contract time will not be changed by this Change Order by 0 days	

Ebert Construction
23350 County Road 10
Corcoran Minnesota 55357

Wold Architects & Engineers
332 Minnesota Street, Suite W2000
St. Paul Minnesota 55101

Independent School District #280
7001 Harriet Avenue S.
Richfield Minnesota 55423

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, December 21, 2020

SUBJECT: RHS Façade Project Request to Proceed as Presented

(Recommended by the Superintendent)

That the Board of Education authorize the administration's request to proceed with the Richfield High School façade project under a joint powers agreement through Metro ESCU.

Background

(Prepared by Dan Kretsinger & Craig Holje)

The project, outlined on the attachment, is paid through our Long Term Facility Maintenance (LTFM) revenue. The proposed FY21-22 LTFM budget for this work is projected at \$610,000, including consultant fees. The project would begin in June 2021 with an August 2021 completion date. Request to proceed with this project is under the joint powers agreement through Metro ESCU's Cooperative Purchasing Connection agreement and does not require a formal bid. Tremco, Inc. is our consultant, and will be preparing the plans and specifications for the project as well as providing project management and quality control services.

**EXTENSION OF AGREEMENT
AEPA BID #017F**

Contract EXTENSION AGREEMENT made by and between

**Weatherproofing Technologies, Inc./Tremco (Vendor)
Roofing**

and

Cooperative Purchasing Connection [MN] (Member)

The existing Agreement was initially awarded through February 28, 2018. The Term of Contract and Extension in the AEPA Bid provides the Agreement may be extended for three (3) additional 12-month periods by mutual written agreement through February 28, 2021. **AEPA has approved this extension and now the Member and the Vendor desire to extend the Agreement for an additional term to commence February 28, 2020.** Upon the signatures of an authorized officer of the Member and the Vendor, the Agreement is hereby extended.

This extension shall be subject to the same Terms and Conditions as contained in the original AEPA Bid, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

Member

DocuSigned by:
Jane Eastes
Authorized Signature 6D98B132BB3040A... Title Deputy Director
Typed Name Jane Eastes Date January 31, 2020 | 10:38 AM PST

Vendor

DocuSigned by:
Jaime Brink
Authorized Signature DE8255D68456482 Title Treasurer
Typed Name Jaime Brink Date January 28, 2020 | 8:47 AM PST

The Vendor agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA Bid.

If you as the Vendor do not want to extend contract, please sign below.

Discontinue: We desire to discontinue the contract, effective February 28, 2019.

Authorized Signature _____ Title _____
Typed Name _____ Date _____

NOTE: This agreement must be received by the Member on or before January 30, 2020.

**EXTENSION OF AGREEMENT
AEPA BID #017F**

Contract EXTENSION AGREEMENT made by and between

**Weatherproofing Technologies, Inc./Tremco (Vendor)
Roofing**

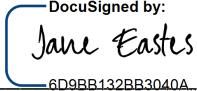
and

North Dakota Educators Service Cooperative (Member)

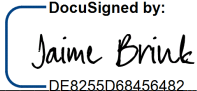
The existing Agreement was initially awarded through February 28, 2018. The Term of Contract and Extension in the AEPA Bid provides the Agreement may be extended for three (3) additional 12-month periods by mutual written agreement through February 28, 2021. **AEPA has approved this extension and now the Member and the Vendor desire to extend the Agreement for an additional term to commence February 28, 2020.** Upon the signatures of an authorized officer of the Member and the Vendor, the Agreement is hereby extended.

This extension shall be subject to the same Terms and Conditions as contained in the original AEPA Bid, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

Member

Authorized Signature  Title Deputy Director
 Typed Name Jane Eastes Date January 31, 2020 | 10:38 AM PST

Vendor

Authorized Signature  Title Treasurer
 Typed Name January 28, 2020 | 8:47 AM PST Date January 28, 2020 | 8:47 AM PST

The Vendor agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA Bid.

If you as the Vendor do not want to extend contract, please sign below.

Discontinue: We desire to discontinue the contract, effective February 28, 2019.

Authorized Signature _____ Title _____
 Typed Name _____ Date _____

NOTE: This agreement must be received by the Member on or before January 30, 2020.



Invitation for Bid AEPA IFB #017

Part A – Terms and Conditions

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. EDT, Wednesday, October 5, 2016

For Catalog Bids: Digital Multi-Function Devices/Copiers, Printers and Related Services, LED Lighting, Kitchen Equipment & Supplies.

For Construction Related Bids: Athletic Surfaces - Hardwood & Synthetic Flooring, Athletic Field Lighting, Roofing & Building Envelope Services.

Each bid package consists of multiple parts:

Part A – Notice to Bidders, Bid Procedures, and Terms and Conditions

Part B – Commodity Specifications

Bid Proposal Checklist

Forms A – G

Part D - G – Additional Bid Forms if required (varies by commodity)

All bids shall be submitted online via Public Purchase by the due date and time listed below in the bid and contract timeline. 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. 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 EDT on October 5, 2016, at Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328.

Bid & Contract Timeline:

August 15, 2016	Publication of IFB available through Public Purchase. Notification will also be posted to the AEPA website, www.aepacoop.org .
September 7, 2016	Pre-Bid Conference Call – Must register by Sept. 1, 2016 to participate
September 23, 2016	Deadline for questions from Bidders
October 5, 2016, 1:30 pm CST	Deadline for Bid Submittals and Bid Reading via Public Purchase

November 9, 2016	Contract Recommendations posted on Public Purchase and the AEPA website, www.aepacoop.org
November 30, 2016	AEPA Approval of bids
December 7, 2016	Bidders are advised of the results of the bid via Public Purchase
December 7, 2016 to February 1, 2017	Vendor Partner's submit required documentation to Member Agencies
No later than March 1, 2017 to February 28, 2018	Initial contract term (up to fifteen months) – See Term of Contract and Extensions in General Terms & Conditions
March 1, 2018 - 2020	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	twitt@epylon.com	6,000,000
Colorado	Colorado BOCES Association	John Tillman	jtillman@my.amigo.net	889,000
Connecticut	Capitol Region Education Council (CREC)	Cara Hart	chart@crec.org	538,000
Florida	Panhandle Area Education Consortium	Larche Hardy	larche_hardy@paec.org	2,700,000
Indiana	Wilson Education Center	Phil Partenheimer	philp@wesc.k12.in.us	1,046,026
Iowa	Iowa Educators Consortium	Joni Puffett	jpuffett@iec-ia.org	510,010
Kansas	Southeast Kansas Education Service Center	Tina Smith	tina.smith@greenbush.org	468,510
Kentucky	Green River Regional Educational Cooperative	Ann Burden	ann.burden@grrec.ky.gov	675,000
Massachusetts	The Education Cooperative	Joan Preble	jpreble@tec-coop.org	955,739
Michigan	Oakland Schools	Tim Loock	tim.loock@oakland.k12.mi.us	1,550,802
Minnesota	Cooperative Purchasing Connection	Jeremy Kovash	jkovash@lcsc.org	830,482
Missouri	Cooperating School Districts	Matt Goodman	mgoodman@edplus.org	650,000
Montana	Montana Cooperative Service	Dave Puyear	dpuyear@mrea-mt.org	144,129
Nebraska	Nebraska ESU Cooperative Purchasing	Craig Peterson	Craig.peterson@esucc.org	300,000
New Jersey	Middlesex Regional Educational Services Commission	Pat Moran	pmoran@mresc.k12.nj.us	1,369,000
New Mexico	Cooperative Educational Services	Dotty McKinney	dotty@ces.org	338,223
North Dakota	North Dakota Educators Service Cooperative	Jane Eastes	jeastes@lcsc.org	104,278
Ohio	Ohio Council of Educational Purchasing Consortium	Elmo Kallner	kallner@mail.mecdc.org	1,700,000
Oregon	Intermountain ESD	Rob Naughton	rob.naughton@imesd.k12.or.us	570,857
Pennsylvania	Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network	Jeff Kimball	jkimball@csiu.org	5,700,000

Texas	Region 16 Education Service Center d/b/a TexBuy	Andrew Pickens	andrew.pickens@esc16.net	5,232,065
Virginia	Fairfax County Public Schools	Michelle Pratt	MRPratt@fcps.edu	1,249,000
Washington	King County Directors Association	Dave Mahalko	dmahalko@kcda.org	1,000,000
West Virginia	WV Regional Education Service Agencies Cooperative Purchasing	Amy McComas	amy.mccomas@k12.wv.us	279,899
Wisconsin	Cooperative Educational Service Agency (CESA) #2	Lisa Melby	lisa.melby@cesa2.org	873,000
Wyoming	Northeast Wyoming Board of Cooperative Educational Services	Julie Cudmore	jcudmore@newboces.com	91,000
			Total Students:	35,765,020

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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 34,000,000 (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). 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

Pre-Registration Required by 3:00 p.m. EDT, September 1, 2016 (No Exceptions).

AEPA will host a voluntary pre-bid conference call on Wednesday, September 7, 2016, for any interested Bidders or potential Bidders. The conference call times are set in the following schedule for each of the four contiguous United States time zones. Bidders must register no later than 3 p.m. EDT, Thursday, September 1, 2016, by faxing the Pre-bid Conference Call Registration Form (found on AEPA Bid website) to Sue McDermott to 888-490-3184. No registration will be accepted after this date. Bidders must indicate which bid category or categories that they would like to participate in their registration. An email confirmation with details of the phone conference will be sent to the Bidder at least 24 hours prior to the conference call. Each Bidder will be allowed only one phone line to participate in conference call. It will be the Bidder's responsibility to have one primary person responsible for asking questions during the conference call. Recording of the conference call will be posted on the AEPA Website.

Voluntary Pre-Bid Conference Call Schedule – Wednesday, September 7, 2016

IFB	Eastern	Central	Mountain	Pacific
Athletic Field Lighting	10:00 AM	9:00 AM	8:00 AM	7:00 AM
Copiers & MFPs	10:30 AM	9:30 AM	8:30 AM	7:30 AM
Hardwood & Synthetic Flooring	11:00 AM	10:00 AM	9:00 AM	8:00 AM
Kitchen Equipment & Supplies	11:30 AM	10:30 AM	9:30 AM	8:30 AM
LED Lighting	12:00 PM	11:00 AM	10:00 AM	9:00 AM
Roofing & Related Services	1:00 PM	12:00 PM	11:00 AM	10:00 AM

C. Questions

All questions from Bidders must be submitted online through Public Purchase, AEPA will not accept question 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. All Bidders must acknowledge the issued addenda prior to the bid due date. (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 (October 5, 2016) but prior to the approval of the contract, should be submitted to aeпа-bids@googlegroups.com.

Questions regarding this IFB after Notification of Approval should be submitted to 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.

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 as 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.

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 – G, 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.
- 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, online via Public Purchase by the due date and time of the IFB.
- b. The Bid Security, if applicable, must be submitted following the guidelines mentioned in II. Bid Procedures, E. Bid Security.

3. **Bid Submittal Documents**

- a. **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.
- b. **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.
- c. **B – Specifications:** Using Part B – Specifications, this document represents the need and interests of AEPA Member Agencies and the Participating Entities. Alternatives or deviations may be proposed unless otherwise specified. While deviations may be acceptable, the Bidder who is able to comply with the greater number of specifications may be considered more responsive. Bidders must check either the 'Comply' or 'Deviate' column for all specifications listed in this section. The authorized representative must sign the form, scan to a PDF format and title as per the instructions in Document Development above.
- d. **Bid Proposal Checklist:** This checklist is a final reminder of what documents are needing to be submitted by a Bidder, the required title and format when submitting a response online via Public Purchase.
- e. **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.*

- f. **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.*
- g. **Form C – 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 authorized representative must sign the completed document. Scan to a PDF format and title as per the instructions in Document Development above.
- h. **Form D – Company Information:** Complete the form provided. The Company Information form provides background information on the Bidder's company. The authorized representative must sign the completed document. **NOTE: An attached letter of line of credit from the Bidder's chief financial institution is required unless the company is publicly traded and then a complete Annual Financial Report from the most recent year is REQUIRED.** Scan to a PDF format and title as per the instructions in Document Development above. 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.
- i. **Form E – Exceptions:** 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. Scan to a PDF format and title as per the instructions in Document Development above.
- j. **Form F – Deviations:** Complete the form provided. 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.
- k. **Form G – 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.
- l. **Forms G1-4 Templates – 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 G.
- m. **Form G.5 – Warranties, Additional Services:** In response to Form G, 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.
- n. **Form G.6 – 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.
- o. **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.
- p. **State Specific Forms:** If required, according to Part A, submit all state specific required forms, scanned to a PDF format and title as per the instructions in Document Development above.

Please scan and upload to Public Purchase with the Bidder's proposal, any additional documents or files other than those listed above that may be requested and/or related to the this IFB.

If the bid is awarded, the Bidder will be required to produce signed forms A and B, in paper (hard copy) for each participating AEPA Member Agency. Additionally, if required, a copy of the bid security to each participating AEPA Member Agency as indicated for that bid category.

4. Bid Transmittal – *Uploaded to Public Purchase by October 5, 2016, at 1:30 p.m. EDT.*

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 October 5, 2016, at 1:30 PM EDT. If applicable, a hard copy of the bid security must be in the actual possession of AEPA at Lakes Country Service Cooperative, 1001 E. Mount Faith Avenue, Fergus Falls, MN 56537, on or prior to the exact due date and time mentioned above. Failure 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. Anyone who downloads the bid documents and fails to submit a bid shall be deemed as a No-Bid Response.

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

Responsive bids will be opened and the name of each Bidder and other appropriate information will be posted to Public Purchase.

G. Bid Evaluation

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

H. Contract Award and Implementation

An AEPA oversight committee will perform initial bid response review and evaluation and will prepare and make a recommendation to AEPA for its 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 November 9, 2016. If the AEPA category committee recommends the contract at the Winter Meeting November 28, 2016 through November 30, 2016, the Vendor Partner will be invited to present for 15 minutes to the group to educate all 26 states on your company, products, etc. It is the Bidder's responsibility to access this information. It should be noted that while a company may be recommended for approval, there is no guarantee of an approved contract until the AEPA Member Agencies vote on the recommendation.

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 along with a Flash Drive containing all electronic documents that they had uploaded to Public Purchase 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.

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 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. Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.
 7. 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.
 8. 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).

9. 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. Attendance at the two (2) AEPA meetings which provides for opportunity to interact with Vendor Partners.

IV. General Terms And Conditions For All Agencies

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

The terms **Bidder**, **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.

The term **Participating Entity** is used to identify 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.

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

V. Glossary of Terms

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 A, Section VI (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: There are AEPA Member Agencies that require that respondents to a bid submit a form of bid security executed by a surety company authorized to do business in the state of Nevada and said

surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC or nationally recognized financial institution. The bid security shall remain in force for a period of One Hundred Twenty (120) days of bid opening. Bid Security must accompany the Vendor Partner's bid response when submitted and be 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 Lakes Country Service Cooperative, 1001 E. Mount Faith Avenue, Fergus Falls, MN 56537, on or prior to the exact due date and time mentioned above. If the Bidder fails to submit the bid security, its response will be deemed non-responsive.

Bidder/Vendor Partner Definitions:

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.

Catalog Bid: (See Types of Bids)

Certificate of Insurance: (See Insurance)

Certification: By signature in the bid section of the Contract Award page, the Bidder certifies: The submission of the bid did not involve collusion or other anti-competitive practices;

1. The Bidder shall not discriminate against any employee, or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);
2. 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
3. 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 with equivalent terms and conditions to 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:
 - a. To request the Vendor Partner to immediately adjust its AEPA's offered prices to match the lower prices offered.
 - b. To work with the Vendor Partner to mediate and resolve the situation; or
 - c. 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 Partnerships a product that was not ordered, it is the responsibility of the Vendor Partner to pay for return mail or shipment.
6. **Stored Materials:** 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.
13. 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 Dec. 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.

1. Has a proven track record in the products and services offered (qualifications, knowledge and background).
2. 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.
3. Has provided relevant information regarding its actions under previously awarded contracts to schools, local, state, or federal agencies. It includes the Bidder's record of conforming to specifications and to standards of good workmanship; the Bidder's record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; the Bidder's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Bidder's businesslike concern for the interests of the customer.

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

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:

1. Submitted on time.
2. Materially satisfy all mandatory requirements identified throughout the IFB.
3. Must substantially conform to all of the specified requirements in the IFB in the judgment of AEPA and its AEPA Member Agency representatives.
4. 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.

5. 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.
6. 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.

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.

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:

1. Submitted a responsive bid;
2. 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;
3. A demonstrated and documented satisfactory track record of performance in the national market place.
4. 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;
5. Quality and suitability of products and services offered to meet and perform to the specifications, expectations and requirements identified in this bid;
6. Supplied all necessary information and data in connection with determining whether a Bidder meets the standard of responsibility.

Cost Evaluation:

1. Cost and price schedules conform to and provide the information required in Part B and C of this bid;
2. Pricing offered that is equal to or better than those offered to individual entities or cooperatives with same or lesser volume.
3. Methodology used by AEPA and its AEPA Member Agencies to approve prospective Vendor Partners and award contracts.
 - a. Line Item Bid: Lowest responsive, responsible Bidder(s); or
 - b. 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;

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

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

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

Federal Requirements: 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.

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

4. **Subcontractor's Insurance:** Prior to commencing any work, any Subcontractor shall procure and maintain, at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime 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

warrantees 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:

- a. 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
- b. Buyer will prepare and issue a purchase order to the Vendor Partner based on the product catalog, pricelist or Vendor Partner's quote;
- c. Vendor Partner will deliver and invoice the Buyer;
- d. Buyer will acknowledge delivery and acceptance by issuing the Vendor Partner payment;
- e. 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).
- f. 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.
4. **Order of Precedence:** In the event a conflict occurs the following order of precedence shall prevail:
- a. Member Agency Specific terms and conditions
 - b. Specifications and scope of work
 - c. General terms and conditions
 - d. Attachments and exhibits
 - e. Documents referenced or included in the solicitation

Overcharges by Antitrust Violations: Member Agency maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Buyer. Therefore, to the extent permitted by law, the 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 Part C: Bid Forms of this solicitation, AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit 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. Please note the following that relate to pricing:

1. **Most Advantageous Pricing:** 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.
2. **Primary Pricing/Secondary 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 the bid specifications. Bidders are also encouraged to offer OPTIONAL pricing strategies including "Hot List" and "Volume Discounts".
 - a. **Primary Pricing:** All Bidders are required to submit the required primary pricing as indicated in each bid category's Part B: Specifications and Part C: Bid Forms (requirements vary based on bid category).
 - i. **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.
 1. **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.
 2. **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.
 3. **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.
 4. **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.

- ii. **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:
 - 1. Product Category
 - 2. Product Description
 - 3. Manufacturer
 - 4. Manufacturer SKU
 - 5. Vendor SKU
 - 6. Unit of Measure
 - 7. Item List Price
 - 8. AEPA Bid Price
- iii. **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.
- iv. **Routine Price Adjustments (Without Economic Price Adjustment):** Vendors may only request adjustments to the prices once a year at the time of renewal at the AEPA Winter meeting that goes into effect March 1st. Vendor Partner's must submit a fully documented written request to the AEPA Contract Oversight Committee thirty (30) days prior to the AEPA Winter 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 at the AEPA Winter meeting to go into effect the following contract term.
- v. **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.
- vi. **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 at the time of renewal 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 meeting.
- 3. **Automated System for Pricing (ASP):** The method consisting of an ASP and/or software application (RSMeans, Gordian) that is self-contained and consists of a turn-key solution that includes a complete line-item listing of all of the products, supplies, materials, equipment, services, accessories and options with their description, specifications, terms, conditions and associated pricing for each item, sub-assemblies and/or assemblies. The Bidder provides a percent of discount or fixed multiplier/factor to be applied to total project cost to allow for individual state conditions and requirements and to arrive at the AEPA price.
- 4. **RSMeans (Construction Related Bids Only):** It is important for Vendor Partners to breakout all costs (quantity and price) of all items listed under RS Means or an Alternative Pricing method. This

includes all quoted items not on the approved AEPA bid submittal. The following are minimum requirements for using RSMeans for quoting projects to AEPA Member Agencies.

- a. The Contractors must use the current year and standard cost data. Only the following cost data titles will be excepted:
 - i. Building Construction Cost Data Book
 - ii. Facilities Construction Cost Data
 - iii. Facilities Maintenance & Repair Cost Data
 - iv. Site Work & Landscape Cost Data Book.
 - b. All work proposed under RSMeans must use RSMeans format, even if subcontractors are used. Subcontractors' invoices must tie to the RSMeans spreadsheet.
 - c. A RSMeans spreadsheet must be submitted to substantiate the quote given to the AEPA Member Agency. The spreadsheet columns must reveal the full RSMeans number and a sufficient amount of the description. This also applies to change orders.
 - d. 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.
 - e. The AEPA contract holder factor, bonding cost, AEPA discount and taxes if applicable must be shown as separate line items at the bottom of the RSMeans spreadsheet. This information can be shown on a separate summary sheet. The summary sheet must start with the RSMeans spreadsheet total and show the detail for each of the items stated above. This detail will be provided to the AEPA State Agency and AEPA Customer as required.
 - f. All change orders which list items covered by RSMeans must be supported by an RSMeans spreadsheet.
5. **Alternative Method of Costing:** This method covers any product and /or service not covered by catalog pricing, published price list, line-item price list, automated system for pricing, or is a product and/or service due to the projects or applications specifications, conditions and /or requirements that need to be custom designed, developed, manufactured and/or produced to meet the requirements of an individual project or sole source. The alternative pricing is calculated as follows:
- a. The Bidder must prepare, issue and receive three written quotes from available suppliers and select the supplier that offers the products and services that meet the stipulated requirements and specifications and the most cost effective solution. All quotes must be made available upon request.
 - b. The Bidder must indicate the percent of overhead and /or markup as part of their response to be added to these costs to obtain the normal and customary retail price.
 - c. The Bidder must indicate the percent of discount offered to AEPA and its Participating Entities on the normal and customary retail price.
 - d. The AEPA price is calculated by taking the product and services cost to the Contractor plus the indicated percent of profit/overhead to equal the normal and customary retail price. The Contractor will then subtract the approved AEPA discount to obtain the AEPA price. Example: item cost \$1,000; percent of profit/overhead of 20% equals retail price of \$1,200; less the AEPA discount of 10% or \$120 equals the AEPA price of \$1,080.
6. **Secondary Pricing Methods:** 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:
- i. The price reduction is available to all AEPA Member Agencies equally.
 - ii. The price reduction is for a specific time period, no less than thirty (30) days.
 - iii. May be used to discount and liquidate close-out and discontinued products/services as long as those items are clearly labeled as such.
 - iv. The original price for products/services is not exceeded after the time limit.
 - v. 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.
 - vi. 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:
- i. Discounts should be tiered and based on spend ranges as established by the Bidder on the Pricing Forms.
 - ii. Volume determination shall be determined between the Vendor Partner and the individual Buyers on a case-by-case basis.
 - iii. 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.

6. **Price Warranty/Market Competitiveness Guarantee**

Bidder / Vendor represents and warrants that the prices set forth in the Bidder / Vendor's response are, and during the Term of this Agreement, shall remain market competitive ("Market Competitiveness Guarantee"). If the AEPA receives information from any source that Bidder / Vendor is not in compliance with the Market Competitiveness Guarantee of this Section, Bidder / Vendor shall, within ten (10) days of receiving written notice of such non-compliance, either (i) advise AEPA of all adjustments necessary to ensure compliance with the Market Competitiveness Guarantee and make all such adjustments within thirty (30) days, unless other time arrangements are made, or (ii) provide documentation refuting the allegations of non-compliance, in which case, the parties shall work in good faith to resolve the dispute.

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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **Peripheral & Optional Items:** Bidder can include various peripheral products, equipment, accessories, services, deliverables and related items that are associated with and function with the primary offering. Optional equipment or products may be added to the contract during the term of the contract. AEPA reserves the right to accept or reject such offerings under the following conditions:
 - a. The enhancement is recommended by AEPA and approved by the Member Agency;
 - b. The option is priced at a discount similar to other options;
 - c. The option is an enhancement to the unit.
7. **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.
8. **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.

9. **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.
10. **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 and paper 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 procurement/solicitation process is broken down into three (3) phases. Any Bidder who is aggrieved in connection with any of the three (3) procurement/solicitation phases listed below and/or any functions or activities associated with each shall file their protest with the AEPA representative indicated below.
 - a. **Bid Due Date:** The preparation and contents of the solicitation, its terms, conditions and specifications, the notification, distribution of solicitation documents and addendums (date published through the bid due date and time).
 - b. **AEPA Approval:** The receiving, opening, recording, evaluating, recommending and approving Bidders to be considered for AEPA approval and/or actions relating to contract renewal and extension. (Date received and opened through date of individual contract award and future renewals).
 - c. **Contract Award:** The awarding, implementing and administering of resulting contracts and the disclosure of confidential data. (Date individual contracts awarded by AEPA Member Agencies or 120 days from AEPA approval).
2. **Protest contents:** Protests shall be in writing and must be filed with the appropriate AEPA represented below. A protest must include:
 - a. The name, address and telephone number of the protester;
 - b. The original signature of the protester or its representative;
 - c. Identification of the procurement function and/or contract activity with the solicitation or the contract number;
 - d. A detailed statement of the factual grounds or legal basis for the protest;
 - e. Supporting exhibits, evidence or documents to substantiate any claim unless not available within the filing time, in which case, the expected availability date shall be indicated; and
 - f. The form of relief requested.
3. **Protest Submittal:** Protester shall submit the bid protest in accordance with the requirements of the above three (3) procurement functions immediately or within ten days of the date the protester knows or should have known the basis of the protest per the following:
 - a. Bid Due Date: Knows or should have known the basis of the protest upon the bid due date or 10 days after the bid due date.
 - b. AEPA Approval: Knows or should have known the basis of the protest upon notification from AEPA of the bid category approval.
 - c. Contract Award: Knows or should have known the basis of the protest or ten days after the notification from the AEPA Member Agency award.

Procurement Phase	Who to Contact	Email Address
Bid Due Date	Bid Question Coordinator	
AEPA Approval	Bid Coordinator	aeпа-bids@googlegroups.com
Contract Award	Individual AEPA Member Agency with a copy to the AEPA President	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).

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 aepa-bids@googlegroups.com.
3. After notification of AEPA contract approval, questions should be submitted via email to aepa-president@googlegroups.com.
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 aepa-president@googlegroups.com.

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 February. AEPA may choose to recommend the contract extension. If so recommended, an individual Member Agency may choose, at their sole discretion, to extend the contract. In the event AEPA does not recommend or approve a contract extension, 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/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 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.
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 variables and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product's or solution's cost is derived by the Vendor Partner specially prepared and providing a quote based on the project's terms, conditions and requirements. See Pricing section for detailed information on Line-Item Pricing.

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.

VI. Member Agency Specific Terms and Conditions

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

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

Active Promotion of Contract: Agencies require that the 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.

Association of Educational Purchasing Agencies (AEPA)

Construction Related Bids Only

Bid 017 - Summary of State General Overview

Part A Table

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 Licensing 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%	No	No	Yes	Yes	No	N/A	N/A	N/A	N/A	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
CO	2%	No	No	Yes	No	No	No	No	No	No	No	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	No	Yes
CT	2%	Opt	No	Yes	Yes	No	Yes	Opt	Yes	Yes	No	Yes	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
FL	2%	No	No	Yes	Yes	No	Yes	No	Yes	Yes	No	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
IN	Various	No	No	No	No	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes
IA	2%	No	Yes	Yes	Yes	No		**			Yes	Limited	Limited	**		Yes	Yes	Yes	No	Yes	Yes	Yes
KS	2%	No	n	Yes	Yes	No	Yes	Yes	Yes	Yes	No	Yes	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
KY	2%	No	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MA	2%	No	No	Yes	Yes	Yes	No	No	No	No	No	No	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MI	2%	No	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	TBD	Yes	Yes
MN	2%	No	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes/No*	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MO	2%	No	Yes	Yes	Yes	No	Yes	No	No	Yes	No	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MT	2%	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
NE	2%	No	No	Yes	No	No	Yes	Yes	Yes	Yes	No	Yes	Yes	No	No	Yes	Yes	Yes	No	No	No	No
NJ	2%	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No	Yes	Yes	Yes	Yes	No	No	Yes
NM	2%	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
ND	2%	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes/No*	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OH	2%	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	No	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OR	2%	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
PA	2%	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
TX	2%	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
VA	2%	No	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
WA	2%	No	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	Yes	Yes
WV	2%	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
WI	2%	No	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
WY	2%	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			Yes	Yes	Yes	Yes	Yes	Yes	Yes

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

** Iowa Code Chpt. 26 & 273

1. California, Monterey County Office of Education dba CalSave

A. Additional Member Agency General Terms and Conditions that apply for all categories

1) Governing Law and Venue

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

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

2) Authority

For California, this bid is issued under the authority of the elected Monterey County Superintendent of Schools, who administers the Monterey County Office of Education (MCOE), located at 901 Blanco Circle, Salinas California, 93912. In this document, MCOE may be referred to as Agency, being distinct from other parties who may use this contract who are hereinafter referred to as Local Education Agencies (LEAs), regardless of their hierarchy or their political and organizational status as schools or municipalities.

3) CalSAVE, Administration, and Agent

Contracts awarded and Awarded Contractors/Vendors will automatically be part of the CalSAVE program, and by bidding a vendor must agree to participate. CalSAVE is the cooperative purchasing program founded by the Monterey County Office of Education and administered by the Epylon Corporation under a contract with MCOE, in cooperation with the California County Superintendents Educational Services Association (CCSESA). MCOE is the lead agency for all Contracts, and the Monterey County Superintendent of Schools is the authority for the solicitation, evaluation and award of all contracts. Epylon serves as MCOE's agent, but only the Monterey County Superintendent of Schools has the authority to award contracts. Correspondence and communication related to the contract award or administration of the program should be directed to Epylon, 630 San Ramon Valley Blvd., Suite 210, Danville, CA 94526.

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

4) Transaction Fees

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

Epylon will collect the Transaction Fee on behalf of the CalSAVE program. The Contractor/Vendor will make all participation fee payments within two weeks after sending the quarterly report. Checks are to be made payable to the Epylon Corporation and sent to 630 San Ramon Valley Blvd., Suite 210, Danville, CA 94526.

5) Non-Conforming Jurisdictions

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

6) Reports

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

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

7) Length of Term

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

8) Marketing and Advertising under this Agreement

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

- a. Vendor will include the approved CalSAVE logo, web address, and toll free number in all print electronic mail and other advertising and promotion intended for release to California K-12 schools, excluding national marketing releases.
- b. The CalSAVE logo and associated CalSAVE information shall be of a clearly readable size and in appropriate proportion to other elements in the printed material.
- c. Vendor agrees to provide CalSAVE with a copy or proof sheet of the advertisement or promotion material. Vendor will provide CalSAVE with date of release and name of publication, journal, etc.
- d. Vendor shall place a supplied CalSAVE vendor sign on booths, tables, etc. of any or all exhibits for which the vendor displays/participates at California tradeshow, conventions and the like. Vendor will supply in advance scheduled exhibit dates. Vendor agrees to make available at the exhibit CalSAVE supplied brochures or other promotion materials.
- e. Vendor agrees to insert the approved CalSAVE logo, web address, and toll free number on the vendor's web site promoting or a specific CalSAVE landing page and providing a link to the CalSAVE website.
- f. Vendor will supply product catalog information, product description, pricing, etc., in a spreadsheet format as specified by CalSAVE for inclusion on the CalSAVE website.
- g. Vendor agrees to cooperate in developing appropriate website content to promote its products, services and their advantages to school districts.
- h. Requested materials will be submitted to CalSAVE within 30 days.

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

1) Conformance to Public Contract Code 20111

An award by the Monterey County Superintendent of Schools under this solicitation will be for the purchase of equipment, materials, supplies, services or repairs to be furnished, sold, or leased in accordance with Public Contract Code 20111 and 20650. Awards shall include allowance for installation and assembly services incidental and necessary to the use of the equipment, materials, supplies and repairs purchased or leased.

2) Conformance to Public Contract Code 20118 and 20652

All public agencies (LEAs) are authorized by law to purchase off a contract awarded by an agency that has itself gone to bid, including all K-12 schools districts, community college districts, special districts and JPAs serving education, pursuant to Public Contract Code Sections 20118 and 20652. Using these statutes, the Monterey County Office of Education hereby declares its intent and authorization to make all contracts awarded under this contract "piggybackable" by other agencies in the state. The Agency waives any right to receive payment from other California agencies making purchases off the awarded contracts and those agencies will make payment directly to the vendors. Any legislative changes to Public Contract Codes 20118 and 20652 during the term of the contract(s) with Award Vendor(s) shall apply to the contract(s) immediately when such changes become law.

3) Additional Piggyback and Standard School Supply and Equipment Authority

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

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

1) Intended for Personal Property

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

2) Public Works Limitations

When Public Works services cost \$15,000 or more, an LEA, under most situations, must bid itself independently for the services and labor related to the public work, but may use this contract for the contracted supplies, material or equipment related to the project. If circumstances allow, LEAs may also combine this competitively bid contract with other alternative authorities for Public Works projects as may be allowed by law, such as Public Contract Code 22030, Education Code 17406 or Government Code 1466. LEAs should consult with their own legal counsel to see if such statutes apply to their Public Works projects.

D. Procedure for Processing Orders

1) Start date

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

2) Prices and Requests for Quotes

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

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

3) Submission of Orders and Delivery

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

LEAs will fax or mail purchase orders directly to the CalSAVE office fax at (866) 488-3729), unless other arrangements have been made and agreed to by the CalSAVE Administrator. LEAs may also use Epylon eCommerce software for transmission of purchase orders. Standard business practice is for all purchase orders received by 3:00 p.m. Pacific Time to be logged and forwarded to the appropriate vendor on the same day received, unless unusual circumstances occur. It is the responsibility of the awarded/Vendor contractor to track any purchase order received directly from an LEA and to include that order on quarterly reports.

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

E. Agencies Allowed to Purchase under the Member Agency

1) Other Agencies' Right to Purchase.

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

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

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

b) After entering into a standard agreement with MCOE, an Other Agency electing to use this Contract will enter into a separate contract or purchase order ("Separate Contract") with the contractor/vendor. The Separate Contract is subject to and includes and/or incorporates all applicable terms of this Contract and the specific requirement that the Awarded Contractor/Vendor comply with the provisions set forth in the

paragraph regarding payment of the 2 percent Transaction Fee (or the non-conforming jurisdiction fee) to be collected by the Epylon Corporation. MCOE will not be a party to any Separate Contract, but will be considered a third party beneficiary of such Separate Contract.

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

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

e) Sales tax and freight/shipping charges included in the Contract apply to the MCOE only. Additional sales tax and freight/shipping charges may be required on purchases by any LEA and are outside the scope of this Contract, unless specifically addressed elsewhere in Part A or Part B of the Terms and Conditions.

f) This Contract and any Separate Contract are for the purchase of the items covered by Contract. An LEA may, however, exercise its authority under Education Code section 17597 or 81645 or other legal authority to sell and lease back any item owned by, or to be owned by, it pursuant to any Separate Contract. The contractor/vendor agrees to take any and all actions requested by any LEA that are necessary to effect any such transfer, by way of example only, accepting payment under the Separate Contract from any third party to whom any such transfer is made.

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

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

i) MCOE reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. MCOE will issue written notice to the contractor for acting or failing to act in any of the following:

- a. The vendor fails to adequately perform the services set forth in the contract
- b. The vendor fails to make progress in the performance of the contract and/or gives MCOE reason to believe that the contractor will not or cannot perform to the requirements of the contract
- c. The contractor fails to observe any of the terms and conditions of the contract
- d. The contract fails to pay Transaction Fees
- e. The contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the MCOE. MCOE shall follow the following procedure if the contract is to be terminated:
 - Step 1 - Issue a warning letter of concern outlining the violations and length of time to correct the problem(s).
 - Step 2 - Issue a letter of intent to cancel the contract, if the problem(s) is not resolved by a given date.
 - Step 3 - Issue letter to cancel the contract. Upon receipt of the written notice of concern, the contractor shall have ten (10) business days to provide a satisfactory response to MCOE.

Failure on the part of the contractor to address adequately all issues of concern may result in contract cancellation.

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

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

2. Colorado, Colorado BOCES Association (CBA)

A. *Additional Agency Terms and Conditions*

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

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

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

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

3. Connecticut, Capitol Region Education Council (CREC)

A. *ADDITIONAL MEMBER AGENCY GENERAL TERMS AND CONDITIONS*

Applicability of Contract Provisions to Connecticut Participants - The Capitol Region Education Council (CREC) is the AEPA Member Agency. Any entity that uses the contract awarded by CREC under this document is referred to as a "Participant." The bidder that is awarded the contract by CREC is referred to as the "Contractor."

Modification to Bid Language in the AEPA Invitation for Bid - The Bidder by submitting its bid hereby declares that this Bid is made without any connection with any other person or persons making any proposal for the same items, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by CREC or a Participant is directly or indirectly interested in the proposal or in the goods or services to which it relates, or in any portion of the profits therefrom.

Modifications and Additions to Contract Language in the AEPA Invitation for Bid

A. Event of default and termination of Contract:

CREC shall have the right to cancel the contract based upon a default by Contractor. A Participant shall have the right to cancel its purchase arrangement based on a default by the Contractor with regard to such purchase arrangement. In addition, CREC and each Participant reserves the right to withhold payments for goods and services that are not in compliance with the terms of the contract or if the Contractor is in default. Any of the following shall be a default under the contract: 1) The Contractor fails to adequately perform the services set forth in the contract; 2) Contractor fails to deliver all or any part of the goods, or delivers defective goods; 3) The Contractor fails to make progress in the performance of the contract and/or does not deliver within the agreed-upon schedules; 4) The Contractor fails to observe any of the terms and conditions of the contract, including, without limitation, assigning the contract and/or failing to deliver required insurance or performance bonds; 5) The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the Participant; or 6) the Contractor has become insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days. CREC and each Participant shall follow the following procedure if the contract or purchase order is to be terminated:

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

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

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

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

The remedy to terminate and withhold payments is in addition to any other remedies CREC and the Participants may have. In the event of Contract termination by a Participant, such Participant's payment obligation shall cease as of the final date on which services in accordance with this Contract are last performed by the Contractor. Upon termination of this Contract under this section, the Contractor (and its surety) will be responsible for all of such Participant's expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract.

B. Assignment:

Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of its/his/her contractual duties to any other person, firm, or corporation, without the previous written consent of CREC and any Participant that has an outstanding open purchase order or financing arrangement. If the Contractor wants to assign its/his/her right to payment of the Contract, Contractor shall notify CREC and any Participant that has an outstanding open purchase order or financing arrangement immediately, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from its/his/her obligations or change the terms of the Contract.

C. Indemnification:

Contractor shall indemnify, defend, keep and save harmless CREC, each Participant and its respective agents, officials, employees and volunteers (each an "Indemnified Party") against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses (including attorneys' fees) which result from, arise out of, or in connection with the performance, or breach of performance, under the Contract of Contractor and any of its/his/her employees, agents or personnel. The Contractor shall, at its/his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Indemnified Party in any such action, the Contractor shall, at its/his/her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Party as herein provided.

D. Participant Policies:

The Contractor must be familiar with a Participant's policies or regulations which affect the services provided under this Contract and that have been or will be distributed during the term of this Contract. Policies and regulations include but are not limited to school district or organization policies, town policies, charters, and ordinances.

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

E. Performance Bonds:

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

bond shall be considered a default under the Contract, at the discretion of and upon notice by the Participant.

F. Governing law:

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

Conflict of Interest

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

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

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

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

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

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

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

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

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

Incorporation of Bid Documents - The bid documents, including all appendices executed by Contractor that have been accepted by CREC (the "Bid") are specifically incorporated into this Contract.

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

Marketing and Advertising - Contractor agrees to provide CREC with a copy or proof sheet of all advertisements, customer communications or promotional material for prior approval.

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

CT Commission on Human Rights and Opportunities:

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

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

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

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

D. PROCEDURES FOR PROCESSING ORDERS

Purchase orders will not be accepted or processed by CREC. All business will be contracted directly with the Participant, which will issue a purchase order and provide payment for the applicable good or service directly to the Contractor.

To the extent not otherwise described in this document, once a purchase order is issued by a Participant to a Contractor, all of the provisions of the contract shall benefit and be enforceable by such Participant, unless specifically identified as applying to CREC only.

E. AGENCIES ALLOWED TO PURCHASE UNDER THE MEMBER AGENCY

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

Work in Other States

CREC is making the CT AEPA contract available for vendors to use in all New England states – CT, ME, NH, RI, VT – and New York, and any other state without AEPA member representation. Our contract is also available in MA for vendors who TEC has been unable to sign with.

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

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

4. Florida, Panhandle Area Education Consortium

A. Additional Agency Terms and Conditions

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

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

B. Procedures For Processing Orders

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

1. Including the award information on the PAEC Web site at www.paec.org/clearinghouse
2. Announcing the award in its PAEC Horizon and FEC newsletters
3. Announcing the award via electronic mail to all members
4. Advertising promotional information over the Florida Education Channels

Any members, contact names, addresses and phone numbers will be available at the PAEC Web site www.paec.org. At this point, the Vendor may contact the members and the members may contact the Vendor.

The member will identify a desired product or service available through the AEPA contract and agrees on the price and conditions as presented to the member by the awarded AEPA Vendor. The member then issues to the Vendor a purchase order for that item or service.

The purchase order must include an additional (2%) administrative fee built into the total invoiced cost, based on the total costs of good, services and installation.

A final copy of the customer purchase order or sales summary must be sent to PAEC by the Vendor after completion of the service or installation. The Vendor has (30) thirty days to forward this purchase order. This will insure compliance of the contract.

Vendor makes all deliveries and installations of products and services. PAEC does not warehouse items.

All participating Vendors agree to and are subject to audit proceedings of the AEPA sales to members.

The Vendors price will include a (2%) administrative fee that the Vendor shall collect from the member and remit to PAEC on a quarterly basis. The Vendor will produce and provide to PAEC quarterly reports ending March 31, June 30, September 30 and December 31 throughout the contract period. The reports shall identify the Vendor and the quarter being reported, shall include a minimum of the fields listed below:

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

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

C. Agency Members Purchasing Under The Member Agency

The Panhandle Area Educational Consortium is a fourteen member consortium that includes a voluntary

purchasing program developed for schools in Florida. All other school districts in Florida are participating members in the programs of the Panhandle Area Educational Consortium (PAEC), including participation in the statewide cooperative purchasing program. Agencies that use this contract will be in compliance with FS 1001.42. PAEC was established to provide easily accessible information for our member and participating public school districts and the communities we serve. Since the creation of PAEC in 1967, our school districts have benefitted from shared services made available through leading edge technology. While school districts access our teaching and learning, training and technology, and business operations services in varying degrees of need, all come for the mutually beneficial purpose of reaching their goals together.

Vendor will also submit an annual sales report identifying all member purchases.

5. Indiana, Wilson Education Service Center (WESC)

A. B. C. Additional Agency Terms and Conditions

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

D. Procedure for Processing Orders

Wilson Education Service Center will inform all public school corporations, private/parochial schools, charter schools, non profit entities, municipalities, other governmental entities and higher education entities of contract awards via web sites and various marketing strategies.

Vendors will have the primary responsibility to market contracts to eligible buyers within Indiana. After contracts are awarded and product information is available on our e-procurement sites vendors are free to contact eligible buyers and vice versa.

The Wilson Education Service Center utilizes an e-procurement facilitation system as the only mechanism for ordering and the primary method of marketing. Bidders are required to use the IAESC Procurement System and GovPro systems upon award. A 2.2% administrative fee will be assessed on Gross monthly sales for IAESC Procurement (used by schools) and a 3.2% administrative fee will be assessed on Gross monthly sales on GovPro (all other entities) after a 1% price increase. Acceptance of a purchase order not transmitted electronically will constitute grounds for termination of bid award. Bidders shall not include Shipping and Handling Charges, Federal Excise Tax, or State Sales Tax on invoices. Taxes do not apply to purchases by the participating entities. All participating entities have a "Not for Profit Tax Exemption Certificate" which will be furnished by the buyer upon request by the vendor. Quantities shipped in excess of quantities designated in the Purchase Order, or unapproved product substitutions will be returned at the vendor's expense.

E. Members Purchasing Under the Agency

All public school corporations, private/parochial schools, charter schools, non profit entities, municipalities, other governmental entities and higher education entities are eligible buyers.

The Wilson Education Center as established by Indiana Code 20-1-11.3-1 with Inter-local Agreement Powers as established by Indiana Code 36-1-7-2 represents all eligible buyers in this program within Indiana.

Public works projects have specific limitations using cooperative purchasing in Indiana as referenced in Indiana IC 36-1-12-4.9. For the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property the cost of the public work must be less than one hundred fifty thousand dollars (\$150,000).

6. Iowa, Iowa Educators Consortium (IEC)

A. Additional Member Agency General Terms and Conditions that apply for all categories

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

B. Additional Member Agency Terms and Conditions for Non-Construction Products and Services None.

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

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

D. Procedure for Processing Orders

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

E. Agencies Allowed to Purchase under the Member Agency

- K-12 Public & Private Schools
- Area Education Agencies
- Colleges & Universities
- Public Libraries
- City, County & State Government
- Non-Profit Education Organizations

7. Kansas, Southeast Kansas Educational Services Cooperative– Greenbush (SEKESC)

A. Additional Member Agency General Terms and Conditions that apply for all categories

SEKESC has no additional general terms and conditions that apply for all categories.

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

SEKESC has no additional terms and conditions for non-construction products and services.

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

It is further agreed that the provisions of K.S.A. 44-1030 (1) to (5), both inclusive, and as shown below, shall be applicable to this contract, except as to those contractors, vendors or suppliers whose cumulative dollar total in any fiscal year is \$5,000 or less or have fewer than four employees.

1. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin or ancestry.
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer", or a similar phrase to be approved by the commission.
3. If the contractor fails to comply with the manner in which he reports to the commission in accordance with the provisions of section 15 (44-1031) of this act, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or part, by the contracting agency.
4. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency.
5. The contractor shall include the provisions of sub-sections (1) through (5) inclusively of the present section in every sub-contract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
6. Any purchase order issued by SEKESC, or one of its District's, is cancelable under provisions of K.S.A. 10-1113. All purchase orders shall be issued by the Kansas school district desiring to acquire the products or services under the bid. Said purchase order shall include adequate reference to identify the bid to which it relates.

D. Procedure for Processing Orders

The SEKESC develops all specifications for bids and proposals. After solicitation according to state law, awards are made to selected vendors. Members may then purchase from the list of approved vendors. To make a purchase, members prepare a purchase order directly to the vendor, the purchase order is submitted to the vendor as well as a copy mailed, e-mailed, or faxed to the SEKESC. The SEKESC will review the purchase order and will provide additional quality assurance to the procurement. If the purchase order is in need of modification, SEKESC will notify the district and the vendor of necessary corrections. The supplier provides the product, material, or service to the member and invoices the member. The member makes payment directly to the supplier. The vendor shall add a 2% administrative fee to the bid price. The administrative fee shall be invoiced as part of the overall invoice to the district. The vendor shall report gross sales quarterly to SEKESC and submit the 2% administrative fees to the SEKESC on a frequency of not less than quarterly.

E. Agencies Allowed to Purchase under the Member Agency

The structure of the SEKESC permits all school districts, interlocals and other qualified agencies to participate in awarded contracts under the AEPA bidding process. Virtually all public school districts in the state of Kansas can legally purchase through the SEKESC. Qualified agencies include all public educational institutions to include, universities, community colleges, and technical colleges, state, private and parochial

schools, and charter schools. By mutual agreement with vendor and SEKESC, all awarded Kansas contracts are eligible to be offered to all cities, counties, governmental agencies and nonprofit organizations. Occasionally purchases are made from school districts and other non-profit institutions in adjoining states when the purchase is not available through their service agencies. Contracts available to such adjoining state agencies are available upon mutual agreement of vendor and SEKESC. No agency is obligated to use these services and/or contracts, but they will find the benefits of low price advantageous.

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

A. Additional Member Agency General Terms and Conditions that apply for all categories

The Green River Regional Educational Cooperative, Inc. (GRREC) is one of eight educational cooperatives in Kentucky, all of which are participants in the AEPA bids. GRREC serves as contact agency for all AEPA correspondence for all eight educational cooperatives. For the Kentucky Educational Cooperatives, the collective bidding process is conducted consistent with KRS Chapter 45A, the Kentucky Model Procurement Code. Contracts with GRREC shall include the provision granting GRREC employees the right to access to the Contractor's records.

Vendor Contact: Vendor will designate to GRREC one individual who will represent them to Kentucky Bidding Cooperative members during the agreement period. This contact person will correspond with each ordering member for technical assistance, problems, or questions that may arise. Include instructions if different contacts for different geographical areas are needed; this information will be distributed to Kentucky Bidding Cooperative members upon award of this bid.

The following Federal Clauses are required as a part of KY bid documents:

1. CLEAN AIR/CLEAN WATER

- A. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq). Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- B. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office.

2. SUSPENSION AND DEBARMENT

Vendor Partner understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by GRREC. If it is later determined that Vendor Partner knowingly rendered an erroneous certification, in addition to remedies available to GRREC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Vendor Partner agrees to comply with the requirements of 2 CFR 180.220 while the above-referenced contract is valid. Vendor Partner further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. LOBBYING

Vendor Partner will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and the New Restrictions on Lobbying and has signed and attached to this Addendum the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to GRREC.

4. PROCUREMENT OF RECOVERED MATERIALS PURSUANT TO 2 C.F.R. § 200.322

Vendor Partner agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

5. BUY AMERICAN

"Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

“Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards School Food Authorities (“SFAs”) must comply with when purchasing commercial food products served in the school meals programs.

Buy American: AEPA Member Agencies or Participating Entities participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when: the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

ALL products that are normally purchased by Vendor Partner as non-domestic and proposed as part of this contract must be identified with the country of origin. Vendor Partner shall outline their procedures to notify GRREC when products are purchased as non-domestic.

Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by GRREC, prior to the delivery of the product to the AEPA Member Agency or Participating Entities. Any non-domestic product delivered to the AEPA Member Agencies or Participating Entities, without the prior, written approval of GRREC will be rejected.

Vendor Partner must affirm its willingness to assert its best and reasonable efforts to ensure compliance with this federal rule.

6. COST REIMBURSEMENT CONTRACTS

Solicitation Requirements for cost reimbursable contracts:

- A. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
- B. Contractor will separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or (B) Contractor will exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

- C. Contractor's determination of its allowable costs will be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
- D. Contractor will identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit;
- E. Contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- F. Contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

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

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

The Contractor and subcontractors shall pay all laborers, workmen and mechanics performing work under this contract not less than the rate of wages set forth in the prevailing wage schedule incorporated in the contract conditions as determined by the Kentucky Department of Labor in accordance with the provisions of KRS 337.505 through KRS 337.550.

Bidders are informed that construction contracts of the Commonwealth of Kentucky and political subdivisions are not exempt from the provisions of the Kentucky Sales and/or Use Tax. Current sales and/or Use Tax shall be provided for and included in the bid amount as no adjustments will be permitted nor made after receipt of bids.

1. It should be noted that where performance bonds are required, it should include both performance and payment bonds.
2. State Prevailing Wages shall apply for projects of \$250,000.00 or more, or Davis Bacon wages (when federal funds are utilized) if higher than State Prevailing Wages.
3. All work shall be in accordance with necessary approvals from the Kentucky Department of Housing, Buildings and Construction and the Kentucky Building Code.
4. All processes of the project comply with 702 KAR 4:160, the Capital Construction Process, including necessary approvals from the Kentucky Department of Education.
5. Performance and payment bond on AIA document 312 must be provided for all projects that exceed \$25,000. (Also provide that the Surety shall comply with state requirements.)
6. In accordance with 702 KAR 4:160, AIA and KDE documents be utilized on all projects including but limited to:
 - a. A 101 Standard form of Agreement between Owner and Contractor (including KDE amendments)
 - b. A 201 General Conditions of the Standard Form of Agreement between Owner and Contractor (including KDE amendments)
 - c. AIA A701 Instructions to bidders, with KDE amendment and KDE Form of proposal (may require editing AEPA instructions to bidders to eliminate conflicts).
 - d. KDE purchase Order (for direct purchase of materials with tax number, to exempt materials from state sales tax)
 - e. If applicable, where architectural services are provided by the Owner, Form B141, Standard Form of Agreement between Owner and Architect

7. Architectural services shall be provided in accordance with KRS 322.360 and other relevant Kentucky Revised Statutes by the vendor or the Owner at the Owner's preference.

D. Procedure for Processing Orders

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

E. Members Purchasing under the Agency

Currently there are 8 Bidding Cooperatives in Kentucky and all are participating in this invitation through GRREC's solicitation. There are 170+ independent and county school districts and all are eligible for membership in a Bidding Cooperative and approximately 98% of the districts are members of one of the cooperatives. No district is obligated to use these services. Additional members may include other public educational institutions in the state, public colleges or universities, community colleges, vocational or technical schools, municipal and county governments, and other governmental, quasi-governmental, or non-profit organizations. Kentucky currently shares its AEPA contracts with the following states: AL, GA, LA, MS, NC, SC, and TN. Only those districts or institutions listed on an approved Bidding Cooperative membership list are eligible to purchase under these contracts. This list may change during the contract period.

9. Massachusetts, The Education Cooperative

A. Additional Member Agency General Terms and Conditions that apply for all categories:

All Contractors and Vendors shall comply with MGL Chapter 30B including:

- Signing a non collusion statement as required by MGL 30B s. 10;
- Signing a tax compliance certificate as provided in MGL Ch. 62C s 49A.

All Contractors and Vendors will produce and provide to TEC at PO Box 186, Dedham, MA quarterly reports of all sales to Massachusetts Participants. The quarterly reports together with the administrative fee shall be sent to TEC with 15 days after the close of each quarter.

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

All Contractors and Vendors shall comply with MGL Chapter 30B.

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

All construction contracts shall be subject to the provisions of M.G.L. Ch. 149A.

D. Procedure for Processing Orders

1. Once an award is made to a Contractor/Vendor, TEC will inform the Participants of the contract. At this point, the Contractor/Vendor may directly contact any Participant and any Participant may directly contact the Vendor.
2. Purchase orders will not be accepted or processed by TEC. All business will be contracted directly by Participant, which will issue a purchase order and provide payment for the applicable good or service directly to the Contractor /Vendor.
3. To the extent not otherwise described in this document, once a purchase order is issued by a Participant to a Vendor, all of the provisions of the contract shall benefit and be enforceable by such Participant, unless specifically identified as applying to TEC only.
4. The total cost of TEC's program is funded through the administrative fee paid to TEC quarterly by the participating Contractors/Vendors. The administrative fee is based upon the total sale or lease of goods and services, including installation, if included, This fee shall be included in all price quotations to Participants and shall not be printed as a line item on the quotation.

E. Agencies Allowed to Purchase under the Member Agency

Any school district, municipality or non-profit tax exempt entity with a principal place of business in Massachusetts which sign the Participation Agreement attached hereto shall be entitled to participate.

10. Michigan, Oakland Schools, (OS)

A. Additional Member Agency General Terms and Conditions that apply for all categories:

1. Advertising

OS will require a marketing flier, brochure, or other similar marketing vehicle, in electronic format, from each Contractor promoting the available contract with the Contractor, and/or a web page or link. OS may assist in the development of the marketing flier and material (if requested by Contractor), 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 OS web page. Any web page or link, or other marketing tool shall be dedicated to AEPA information only.

2. Pricing

OS requires that Contractors must offer prices lower than what they would offer on any single school district contract in Michigan; on other cooperative purchasing contracts available to Michigan public educational institutions, colleges and/or universities, County Government offices, cities, townships, and villages; or State of Michigan purchasing contracts.

3. Conflict of Interest

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

4. Termination of Buyer's Purchase Order

Default is defined as the failure of a Contractor to fulfill the contract, including but not limited to, not honoring bid prices, failure to deliver on time, or the unauthorized substitution of items or failure to comply with any or all of the specifications and/or terms and conditions contained in this solicitation or the contract/purchase order of a Participating Entity. Should the Contractor fail to satisfactorily resolve the default, the contract/purchase order may be terminated with thirty (30) days written notice. In that event, the Contractor shall be held liable to the Participating Entity for all costs and expenses incurred by the Participating Entity arising out of said default. Notwithstanding the foregoing, each Participating Entity may terminate their contract/purchase order, with or without cause, or discontinue purchasing from the Contractor at any time.

5. IRAN ECONOMIC SANCTIONS ACT

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

The Act defines an Iran Linked Business as:

- i A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran;
- ii A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

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

6. Quality of Goods

Bidder shall only bid new (not used or refurbished) items only. Seller warrants that all supplies, materials and equipment and services covered by a contract/purchase order with an Participating Entity will: (a) conform to the specifications, drawings, written instructions, samples, or descriptions; (b) be of good quality and workmanship; (c) be free of defects in design, materials and workmanship; (d) be merchantable; (e) be fit for particular purposes applicable to the design, function or use of the supplies, materials and equipment.

7. Taxes

The Participating Entities are exempt from State Sales Taxes and such taxes shall not be included in any solicitation prices. Exemption certificates will be provided upon request.

8. Shipping Costs

Prices for all supplies, materials and equipment **MUST include total freight, insurance and delivery** charges to the ordering destination ("FOB Destination").

9. Delivery

Delivery must be made as instructed on the contract/purchase order with the Participating Entity. All services must be delivered as specified by the Participating Entity.

10. Hazardous Materials

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

11. Acceptance

Inspection and acceptance of supplies, materials and/or equipment will be made after delivery at destinations specified on the contract/purchase order with the Participating Entity, unless otherwise stated. Final inspection shall be acceptance except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the supplies, materials and/or equipment will be made as promptly as practicable, but failure to inspect and accept or reject supplies, materials and/or equipment shall not impose liability on the Participating Entity for such supplies, materials and/or equipment that are not in accordance with the specifications of this solicitation or the contract/purchase order of the Participating Entity.

12. Modifications to Contracts

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

13. Indemnification

Contractor agrees to indemnify, defend and hold harmless OS, each Participating Entity and each Other Agency, including their Board of Educations or governing body, in their official and individual capacities, employees, agents, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the: (i) negligent act or omission or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, Contractors and agents; (ii) any breach of the terms of the contract between the Participating Entity and the Contractor; or (iii) any breach of any representation or warranty by Contractor under the contract with a Participating Entity or this solicitation.

14. Anti-discrimination

The Contractor hereby agrees to comply with all federal, state and municipal equal opportunity and antidiscrimination guidelines and regulations, and covenants that the Contractor will not discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions or privileges of employment, or in a manner directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, marital status or disability. Failure on the part of the Contractor to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for a Participating Entity to revoke and otherwise terminate the contract and all obligations of the Participating Entity hereunder.

15. Local Contract Terms and Conditions

For procurements of supplies, materials, equipment and/or services resulting from this solicitation, it is clearly understood and agreed to by the Contractor that any clause, term, or condition not addressed in this solicitation, but required by a Participating Entity, shall be adhered to by said Contractor.

16. Governing Law

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

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

Special Bid Requirements for Supplies, Materials and Equipment: All supplies, materials, and equipment sold or leased to Michigan intermediate school districts or K-12 public school districts must be in accordance with MCL 380.623a and 380.1274, respectively. The procurement of supplies, materials and/or equipment in a single transaction costing more than the State of Michigan Competitive Bidding threshold set forth in MCL 380.623a and 380.1274 by an intermediate school districts or K-12 public school districts requires the district to obtain competitive bids and the purchase must be approved by the district's Board of Education. Participating Entities, other than from K-12, choosing to purchase from awarded AEPA contracts are subject to their own respective laws, and/or local policy, procedures, and/or Charters.

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

Special Bid Requirements for Construction, Renovation and Remodeling: All Contractors understand and agree that the use of AEPA contracts is not intended for use by Michigan intermediate school districts or public K-12 school districts for construction, renovation or remodeling projects under MCL 380.1267 and agree to comply with all applicable standards and statutes for said construction projects. Participating Entities, other than from K-12, choosing to purchase from awarded AEPA contracts are subject to their own respective laws, and/or local policy, procedures, and/or Charters.

D. Procedure for Processing Orders

1. Once the award is made to a Contractor, OS will inform the Participating Entities and Other Agencies of the award by announcing the award through its general and usual methods of disseminating information.
2. OS requires the awarded Contractor to take ownership and actively promote the contract in cooperation with OS to all qualified Participating Entities and Other Agencies.

3. Oakland Schools follows the AEPA Standard Ordering Process (see Part A, III. General Terms and Conditions for All Agencies, "Ordering Procedures").
4. Administrative Fee:
 - a. Contractors shall be required to pay a two percent (2%) administrative fee (the "Fee") based on the total cost of goods or services purchased, including installation and freight, if applicable. In the event of a lease arrangement, the total Fee for the value of goods leased shall be paid to OS by the Contractor at the front end of the lease. Contractor or its designated authorized reseller(s) shall not include any additional amount corresponding to the Fee in the bid responses or awarded prices. **Administrative fee payments and sales reports are to be submitted to Oakland Schools on a quarterly basis.**

E. Agencies Allowed to Purchase under the Member Agency:

OS serves all local school districts located in Oakland County, Michigan. In addition to, and in accordance with the terms and conditions set forth in this solicitation, all **public school districts, private schools, public school academies and intermediate school districts** in the State of Michigan shall be permitted to use AEPA solicitations approved by OS. In accordance with the terms and conditions set forth in this solicitation, **colleges, universities, counties, cities, townships, villages, and non-profit organizations** may also use select AEPA solicitations. It should be clearly understood that OS is assisting these Participating Entities as a service to procure selected supplies, materials and equipment and services desired by the Participating Entity. Both the Contractor and any Participating Entity using this solicitation agree that the OS makes no representation that use of this solicitation by any Participating Entity is, in fact, in compliance with rules, regulations, policy or procedures of the Participating Entity. In this regard, the OS strongly suggests that, at a minimum, the Contractor and any Participating Entity considering such use consult with their own legal counsels before doing so. All Participating Entities using AEPA solicitations shall be responsible for adhering to their own applicable rules, regulations, policies, procedures and state statutes, etc., which may govern the use of cooperative purchasing contracts within their respective jurisdictions.

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).
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@lscs.org and copied to Lori Mittelstadt at lmittelstadt@lscs.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.

12. Missouri, Cooperating School Districts of the Greater St. Louis Area, (CSD)

A. Additional Agency Terms and Conditions

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

B. Procedure for Processing Orders

(1.) Once the award is made to the vendor, CSD will inform its members of the contract by announcing the award in its periodic newsletter and other CSD member presentations as well as regular electronic and direct mail communications to members.

(2.) CSD may require a marketing flier from each vendor promoting the contract and AEPA relationship. CSD will assist in the development of the marketing flier and material. This flier will be for distribution as well as posted on the CSD online catalog and disseminated to all members. At this point the vendor must contact the members and members may contact the vendor. Note: CSD requires the awarded vendor to take ownership and actively promote the contract in cooperation with CSD to all qualified customers.

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

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

(5.) When all the items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, vendor then forwards a copy of the invoice to CSD. The invoice is to be marked "Copy". The invoice shall include the additional 2% administrative fee to the total amount invoiced based on the goods and services as defined and provided by the vendor. The administrative fee percentage is based on the total sale of goods and services including installation and freight if applicable. In the event of a lease, the total administrative fee for the value of goods shall be paid to CSD by the vendor at the front end of the lease.

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

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

A. Members Purchasing Under the Agency

We take great pride in the fact that the Business Services Division of CSD is providing a complete line of purchasing services to our 56 member school districts and over 265 additional school districts and educational institutions throughout Missouri and Illinois. For those of you who have not participated in the past with the Business Services Division, it is important to note that we serve students in 321 public, private and parochial schools within our service area. CSD was created in 1928 with its primary focus aimed at improving educational opportunities for all students. Our goal is to promote efficient use of educational dollars, and simultaneously provide an ongoing market for those vendors doing business with CSD. The Cooperating School Districts of Greater St Louis serves schools and political subdivisions in the following states: Illinois, Wisconsin, Oklahoma, Arkansas, North and South Carolina, South Dakota.

D. Governing Law

Any municipality or political subdivision of this state, as hereinafter defined, may contract and cooperate with any other municipality or political subdivision, or with an elective or appointive official thereof, or with a duly authorized agency of the United States, or of this state, or with other states or their municipalities or political subdivisions, or with any private person, firm, association or corporation for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; provided, that the subject and purposes of any such contract or cooperative action made and entered into by such municipality or political subdivision shall be within the scope of the powers of such municipality or political subdivision. If such contract or cooperative action shall be entered into between a municipality or political subdivision and an elective or appointive official of another municipality or political subdivision, said contract or cooperative action must be approved by the governing body of the unit of government in which such elective or appointive official resides.

13. Montana, Montana Cooperative Services (MCS)

A. Additional Agency Terms and Conditions

Advertising: MCS will require a marketing flier in electronic form from each vendor promoting the contract or a web page of contact. MCS will assist in the development of the marketing flier and material. This flier will be for distribution and used as a page on the MCS web site. If a web site is used, a link will be established on the MCS web page.

Price and Packaging Information: It is mandatory that all bidders include both the LIST PRICE and BID PRICE on each item for consideration. Failure to include both prices could disqualify the bid. Complete Product Specification Sheets or brochures must be submitted when requested. Failure to provide said specification sheets could disqualify the bid.

D. Procedure for Processing Orders

- (1) Once the award is made to the vendor, MCS will inform its members of the contract by:
 - (a) Including the contract in the agency database that is available on the MCS website.
 - (b) Announcing the award in its periodic newsletter and other MCS member presentations as well as regular electronic and direct mail communications to members.
- (2) When the member identifies a desired product or service as available through the Agency contract and agrees on price as presented to the member by the awarded Agency vendor, the member then issues to the vendor a purchase order for that item or service.
- (3) An additional two percent (2%) administrative fee is to be included in the cost, based on the total cost of goods and services, including installation. This fee is to be forwarded by the vendor to MCS after the sale and payment is made to the vendor.
- (4) When all the items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, the vendor then forwards a copy of all sales to MCS. These sales are to be reported on a quarterly basis and include purchaser and sales.
- (5) Vendor makes all deliveries and installation of products and services. MCS does not warehouse items nor provide services.
- (6) MCS requires that all participating vendors offer the contract opportunity to all qualified membership. Qualified membership is defined under E.

E. Agencies allowed to Purchase under the Member Agency

MCS is a Montana based, legislatively created, cooperative organization formed under Montana state statute section 20-9-204 Senate Bill # 329 allowing services to all qualified agencies in a cooperative manner. No agency is obligated to use these services and contracts, but they will find the benefits of low price advantageous.

Qualified agencies include all public educational institutions to include universities, community colleges, technical colleges, state and private schools, charter schools, as well as all cities, counties, governmental agencies and all nonprofit organizations.

14. Nebraska, Educational Service Unit Coordinating Council (ESUCC)

A. Additional Agency Terms and Conditions

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

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

3) Performance Bonds (Construction Only): Upon execution of a contract between an ESUCC member and the prime contractor, performance and payment bonds shall be provided the member. If so required, a performance bond in an amount equal up to 100% of the price specified in the contract between the member and a surety company authorized to do business in Nebraska shall be executed by the prime contractor. Performance bonds between the member and the prime contractor shall be on standard forms. If so required, a payment bond in an amount equal up to 100% of the price specified in the contract between the member and a surety company authorized to do business in Nebraska, shall be executed by the prime contractor. This bond will protect all persons supplying labor and material to the prime contractor for the performance of the work provided in the contract. Payment bonds between the member and the prime contractor shall be on the standard form. The prime contractor shall deliver copies of both the performance and payment bonds to ESUCC at the time the contract between the member and the prime contractor is executed. All suits for nonpayment or nonperformance shall be filed as allowed under Nebraska law. The prime contractor will be responsible for providing ESUCC with copies of all contracts and bonds in accordance with ESUCC procedures. In the event the ESUCC finds it to be in the best interest of the cooperative or any Educational Service Unit within Nebraska or any member school district served by the cooperative to waive any bond requirement, it may do so by notifying any contractor of that fact in writing. Any purported waiver of any bond requirement in any form other than in written form signed by the Executive Director of ESUCC shall be non-binding and of no effect.

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

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

5) Special Bid Security: ESUCC reserves the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, may be for the best interest of ESUCC. Nothing in the solicitation for bids or acceptance of bids is to be construed as an assertion that zoning or other land use authority is appropriate to the placement of any portable classrooms, the subject of any bids hereto. As to whose duty it is to ascertain whether zoning and land use is appropriate as to any portable classrooms upon which any vendor is the successful bidder, shall be set forth in the bid specifications by the vendor. Any deviation from housing and urban development standards or uniform building code standards that may be a term of the bid by any vendor shall be clearly set forth in the bid. Whether or not any portable or other building as bid includes architectural or engineering services as required by NEB. REV. STAT. § 81-3445 or if the building is exempt under NEB. REV. STAT. § 81-3449 because it is a public work not to exceed \$100,000.00 or whether the building is not exempt, the bid shall include specific statements as to how the aforementioned statutes will be complied with. NEB. REV. STAT. §

73-101 provides for the manner and methods which public letting will occur. Section 73-106 exempts the expenditure of funds for construction, remodeling, or repair of any school owned building or for site improvement, if the contemplated expenditure for the complete project does not exceed \$100,000.00. The granting of a bid to a vendor does not absolve the bidder from also complying with NEB. REV. STAT. § 73-101 and NEB. REV. STAT. § 73-106 of the Nebraska statutes. Any bid accepted by ESUCC shall also be subject to NEB. REV. STAT. § 73-102 which requires a contractor to file a statement that the vendor or bidder is complying with and will continue to comply with fair labor standards in the pursuit of his business and in the execution of the contract on which he is bidding. A form statement to that effect is available from Mr. Craig Peterson at Nebraska ESUCC Cooperative Purchasing.

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

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

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

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

10) Federal Funds: In the event that an ESUCC affiliated school or member uses federal funds to purchase any goods or services, the bidder understands and agrees that every purchase order or other contract must include any clauses required by Federal statutes, executive orders, and their implementing regulations.

11) Governing Law and Venue: All bids and contracts shall be governed by and construed in accordance with the laws of the State of Nebraska. The venue for any litigation arising out of or related to a bid or contract will be in any eligible state or federal court Nebraska.

12) Public Records: The Contractor acknowledges that the ESUCC and its affiliated schools and members must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include any bid documents or contracts and all records created and maintained in relation to them.

B. Procedure for Processing Orders

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

C. Members Purchasing Under the Agency

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

D. Procedure for Processing Orders

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

E. Agencies Allowed to Purchase under the Member Agency

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

15. New Jersey, Middlesex Regional Educational Services Commission (MRESC)

A. Additional Agency Terms and Conditions

Applicability of Contract Provisions to New Jersey Participants

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

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

1. The Bidder by submitting its bid hereby declares that this Bid is made without any connection with any other person or person making any proposal for the same items, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by MRESC or a New Jersey Participant is directly or indirectly interested in the proposal or in the goods or services to which it relates, or in any portion of the profits there from.

2. **Event of default and termination of Contract:**

MRESC shall have the right to cancel the contract based upon a default by Contractor. A New Jersey Participant shall have the right to cancel its purchase arrangement based on a default by the Contractor with regard to such purchase arrangement. In addition, MRESC and each New Jersey Participant reserves the right to withhold payments for goods and services that are not in compliance with the terms of the contract or if the Contractor is in default. Any of the following shall be a default under the contract: 1) The Contractor fails to adequately perform the services set forth in the contract; 2) Contractor fails to deliver all or any part of the goods, or delivers defective goods; 3) The Contractor fails to make progress in the performance of the contract and/or does not deliver within the agreed-upon schedules; 4) The Contractor fails to observe any of the terms and conditions of the contract, including, without limitation, assigning the contract and/or failing to deliver required insurance or performance bonds; 5) The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the New Jersey Participant; or 6) the Contractor has become insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days. MRESC and each New Jersey Participant shall follow the following procedure if the contract or purchase order is to be terminated:

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

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

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

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

The remedy to terminate and withhold payments is in addition to any other remedies MRESC and the New Jersey Participants may have. In the event of Contract termination by a New Jersey Participant, such New Jersey Participant's payment obligation shall cease as of the final date on which services in accordance with this Contract are last performed by the Contractor. Upon termination of this Contract

under this section, the Contractor (and its surety) will be responsible for all of such New Jersey Participant's expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract.

3. Assignment:

Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of its/his/her contractual duties to any other person, firm, or corporation, without the previous written consent of MRESC and any New Jersey Participant that has an outstanding open purchase order or financing arrangement. If the Contractor wants to assign its/his/her right to payment of the Contract, Contractor shall notify MRESC and any New Jersey Participant that has an outstanding open purchase order or financing arrangement immediately, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from its/his/her obligations or change the terms of the Contract.

4. Indemnification:

Contractor shall indemnify, defend, keep and save harmless MRESC, each New Jersey Participant and its respective agents, officials, employees and volunteers (each an "Indemnified Party") against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses (including attorneys' fees) which result from, arise out of, or in connection with the performance, or breach of performance, under the Contract of Contractor and any of its/his/her employees, agents or personnel. The Contractor shall, at its/his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the Indemnified Party in any such action, the Contractor shall, at its/his/her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Party as herein provided.

5. New Jersey Participant Policies:

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

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

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

1. New Jersey Business Registration Certificate
2. New Jersey Contractors Registration Certificate (All time and material bids.)
3. New Jersey Pay-to-Play Documentation
4. New Jersey Affirmative Language
5. Acknowledgement of the Contractor's/Vendor's responsibility to pay prevailing wage.
http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html
(Time and material bids.)
6. New Jersey Affirmative Action documentation
7. Disclosure of Investment Activities in Iran

- 8.. Years of experience is not a criteria for the evaluation of bids to be awarded for the State of New Jersey.

For additional information visit www.nj.gov/dca/divisions/dlgs

6. Performance Bonds:

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

7. Governing Law:

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

8. Financing Arrangements:

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

9. Affirmative Action:

The Contractor/Vendor must have an employment policy that there shall be no discrimination against anyone on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation in the hiring, upgrading, demotions, recruitment, termination and selections for training, in any manner prohibited by the laws of the United States or of the State of New Jersey. The Contractor/Vendor further agrees to be an "affirmative action-equal opportunity employer." The Contractor/Vendor must provide one of the following: "Letter of Federal Affirmative Action Plan Approval", "Certificate of Employee Information Report" or a completed "Employee Information Report Form AA302" prior to award bid.

10. Independent Contractor:

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

11. Incorporation of Bid Documents:

The bid documents, including all appendices executed by Contractor that have been accepted by MRESC (the "Bid") are specifically incorporated into this Contract.

12. New Jersey Public Records Act:

The Contractor acknowledges that MRESC and New Jersey Participants are subject to the New Jersey Public Records Act, New Jersey Public Contracts Law and information submitted to MRESC and/or such

New Jersey Participants may be made available to the public under the provisions of the this Act.

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

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

B. Procedures for Processing Orders

1. Once the award is made to the Contractor, MRESC will inform the potential New Jersey Participants of the Contract, including a webpage dedicated to the contract on the MRESC website. At this point, the Contractor may directly contact any potential New Jersey Participant and any potential New Jersey Participant may directly contact the Contractor.
2. Purchase orders will not be accepted or processed by MRESC. All business will be contracted directly with the New Jersey Participant, which will issue a purchase order and provide payment for the applicable good or service directly to the Contractor.
3. The total cost of MRESC's program is funded through a 2.2% participation fee paid to MRESC quarterly by the participating Contractors. The administrative fee percentage is based upon the total sale or lease of goods and services, including installation, if included. This fee shall be included in all price quotations to New Jersey Participants and shall not be printed as a line item on the quotation.
4. Along with the participation fee, the Contractor will produce and provide to MRESC quarterly reports ending March 31, June 30, September 30 and December 31 throughout the contract period. The reports shall be in Microsoft Excel and be available in electronic form, shall identify the Contractor and the quarter being reported, shall include a minimum of the fields listed below and shall allow for sorting on any of these fields:
 1. Date of order.
 2. The name of the New Jersey Participant.
 3. MRESC Bid Number
 4. MRESC Co-op Number (New Jersey State Approved Cooperative Pricing System #65MCESCCPS)
 5. List (or academic) price sales totals.
 6. New Jersey Participant price sales totals.
 7. Member savings totals to be sent to the MRESC in summary and to each individual New Jersey Participant.
5. Quarterly reports and administrative fee payments are to be made payable to MRESC and sent to MRESC, 1660 Stelton Road, Piscataway, NJ 08854, Attn: Patrick M. Moran, or such other address that MRESC will provide from time to time.
6. If no purchases are made in any given quarter, the Contractor shall remit a "No Activities" statement to MRESC for that quarter. The Contractor will also produce and provide to MRESC an annual summary report for all purchases made under each contract awarded by MRESC pursuant to this document for a period beginning with the award of the contract and ending December 31st and all consecutive annual periods, if the contract is extended.
7. New Jersey School Districts and other eligible New Jersey Participants are normally exempt from

sales tax. The Contractor/Vendor should confirm this exemption and collect a tax-exempt letter from each New Jersey Participant.

C. Members Purchasing Under the Agency

There are 596 operating school districts in New Jersey and all are eligible for membership. No district is obligated to use these services. Additional members may include other public educational institutions, public colleges or universities, community colleges, vocational or technical schools, municipal governments, and other governmental, quasi-governmental, or non-profit organizations. The MRESC Cooperative Pricing System currently has 684 members located in all 21 Counties of the State of New Jersey.

CONFLICT OF INTEREST

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

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

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

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

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

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

16. New Mexico, Cooperative Educational Services (CES)

A. *Additional Member Agency's Terms and Conditions - That apply to all categories.*

Cooperative Educational Services (CES) is the administering agency of a Joint Powers Agreement as authorized by Section 11-1-1, et. seq. NMSA 1978, which is based in Albuquerque, New Mexico, and is composed of 180 New Mexico public educational institutions (Members) such as k-12 public school districts; charter schools; colleges and universities and their branch campuses; community colleges and vocational schools; Bureau of Indian Education (BIE) schools; that are parties to the Revised and Amended Joint Powers Agreement (JPA) to establish an educational cooperative. CES was organized in 1979 as a direct response to the needs of small and rural Local Education Agencies (LEA's). CES offers numerous programs and services in the following areas: administrative support, special education services, and cooperative purchasing.

B. CES General Terms and Conditions

Arbitration: This contract is subject to arbitration to the extent required by the New Mexico Procurement Code, 13-1-21 to 13-1-199. NMSA 1978

Assignment of CES Payments: If the offeror requests that its payment from CES/CES Members be issued to a third party or that a joint check be issued to the offeror and a third party, this request must be submitted and approved by the agency prior to the Contractor accepting a purchase order. The agency reserves the right to assess a special handling charge of thirty-five dollars (\$35) per check. The special handling charge will be deducted from the amount of the invoice being paid. If the offeror wishes to have all payments under this contract made to a third party, offeror must state this in his response.

Bonds: All performance bonds and payment bonds, if required, are to be issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code and be a surety listed in the US Treasury Circular 570.

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

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

1. Federal Agency [25 USC 3001 (4)] is defined as any department, agency, or instrument of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishment in the executive branch of government, including the Executive Office of the President or any independent regulatory agency established through legislative and/or administrative action.
2. State Agency [13-1-90 NMSA 1978] is defined as any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or office of the executive, legislative or judicial branch of the government of this State. "State agency" includes the purchasing division of the General Services Department (GSD) and the state purchasing agent, but does not include local public bodies.

3. Local Public Body [13-1-67 NMSA 1978] is defined as a political subdivision of the State and the agencies, instruments and institutions thereof, including: two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code [13-1-28 NMSA 1978].
4. Non-Profit, Non-Public Educational Institutions and other Non-Profit Organizations (Section 501(c)(3) of the Internal Revenue Code, Federal Tax Code) is defined as charitable, religious, educational, public service, support and scientific organizations, entities, corporations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of the Federal Tax Code.

CES Supplemental Packet: Upon acceptance and approval of the Vendor's offer by AEPA, CES will independently consider the offer and issue a Vendor's supplemental packet requesting specific information necessary to enter and execute a contract in the state of New Mexico including information relating to: the Vendor's qualifications; ability to conduct business in the state of New Mexico; and who will be coordinating, promoting, receiving, and processing orders; and providing the prime Contractor's goods and services in New Mexico. Once the prime Contractor provides this information, CES will review, seek clarification (if needed), and conduct a Vendor conference to complete the contract execution process.

CFR - Code of Federal Regulations www.gpoaccess.gov/cfr/index.html

Civil and Criminal Penalties: The New Mexico Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

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

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall provide a sheet with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, CES and its Members and Participating Entities shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit CES and its Members and Participating Entities the right to use or disclose data obtained from any source, including the proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL". Within the required electronic submission, any item marked as confidential will need to be submitted in a separate folder marked "Confidential information".

The CES Executive Director will review the statement, and will determine in writing whether the information will be withheld. If the Executive Director determines that the information should be disclosed, the Offeror

will be informed in writing of such determination and, should the Offeror object in writing within five (5) days after notification thereof, no disclosure will be made and the bid or RFP may be rejected.

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

Eligible Agencies: consist of any CES Member, Participating Entity or External Procurement Unit. CES reserves the right to reject any purchase authorizations it receives under its cooperative purchasing program from New Mexico eligible agencies without cause.

Execution of Contract and Compliance with Bid Instructions: By submitting a bid, the Offeror acknowledges its understanding of the instructions to bidders, the New Mexico additional Terms and Conditions, and its willingness to comply with the requirements of the bid documents as it relates to offering and providing their products and services within the state of New Mexico.

Indemnification: The Contractor shall indemnify and hold harmless CES, its CES Member and Participating Entities (its officers and employees) against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees own negligent act(s) or omissions(s) while the Contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this agreement. This safe and harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (41-4-1, et seq., N.M.S.A. 1978 comp.) and any amendments thereto. It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any Member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a lawsuit(s) for wrongful death(s) bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including, but not limited to, workman's compensation.

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

1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2. Allow the Contractor to manage the defense and settlement of the claim as permitted by law; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

CES, its Members and Participating Entities Rights: If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

1. Provide CES, its Members and Participating Entities the right to continue using the product or service and fully indemnify CES, its Members and Participating Entities against all claims that may arise out of CES, its Members and Participating Entities use of the product or service;
2. Replace or modify the product or service so that it becomes non-infringing; or
3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by CES, its Members and Participating Entities to the extent such modification is the cause of the claim

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

1. Bidders will submit proof of coverage under the Worker's Compensation Insurance, as required by the Labor Laws and New Mexico Statutes. Waiver of Subrogation in favor of CES is required.
2. Bidders will submit a certificate of general liability insurance for personal injury, occupational disease, sickness or death, and property damage. Insurance will include "occurrence" claim provisions. Minimum acceptable coverage is one million dollars (\$1,000,000) combined single limit for bodily injury and property damage, or seven hundred fifty thousand dollars (\$750,000) bodily injury and two hundred fifty thousand dollars (\$250,000) property damage (each occurrence). The Offeror will name CES and the CES Member as co-insured up to the limits of the NM Tort Claims Act. Additional punitive damages liability to \$500,000 will be provided naming CES as co-insured.
3. Commercial Auto Liability Insurance, for both owned and non-owned vehicles, shall be one million dollars (\$1,000,000) per occurrence combined single limit for both personal injury and property damage. The Offeror will name CES and the CES Member as additional insured up to the limits of the NM Tort Claims Act.
4. If required, a bidder will submit a certificate of errors and omissions insurance for damages caused by an error, omission, or any negligent acts caused by the Contractor and its Subcontractors in the performance under this agreement. Combined singled limit per occurrence is one million dollars (\$1,000,000) and the annual aggregate limit of not less than two million dollars (\$2,000,000). This will be a condition of the final acceptance of work or services.
5. In addition, Contractor must provide, upon request, identical certification of insurance to any CES Member or Participating Entity using this contract. Prior to commencing any work, all Subcontractors must procure and maintain at its own expense until final acceptance of the work, written insurance coverage, and insurer's acceptance to the prime Contractor. All Subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime Contractor and CES, its Members and Participating Entities.
 - A. The Offeror will name CES and the CES Member or Participating Entity as the additional insured up to the limits of the Tort Claims Act
Limits of the NM Tort Claims Act:
 - 1) New Mexico Tort immunity is not waived, and the State can be liable only within the limitations of the Tort Claims Act. NMSA Sect. 41-4-2. As for contract claims, immunity is waived for claims involving written contracts, but is not waived for actions based on an oral or implied contract per NMSA Sect. 37-1-23.

- 2) NMSA 41-4-2A: The Tort Claims Act applies to all governmental entities and their employees
- 3) There are a number of statutory exceptions to the immunity doctrine. For example, the State can be held liable for claims arising out of the following:
 - a. NMSA 41-4-5 Operation or maintenance of a motor vehicle
 - b. NMSA 41-4-6 Operation or maintenance of public buildings or parks
 - c. NMSA 41-4-7 Operation of airports or
 - d. NMSA 41-4-9 Operation of medical facilities
 - e. Other statutory provisions apply.
- 4) Tort Cap per Claimant in NM NMSA 41-4-19A:
 - a. \$200,000 for damage to real property arising out of single occurrence
 - b. \$300,000 for past and future medical expenses arising out of a single occurrence
 - c. \$400,000 to any person for any number of claims arising out of a single occurrence
 - d. \$750,000 Comparative Negligence: Modified Joint and Several Liability

Lease and Rentals: The offeror can allow CES Members to enter into rent, lease, or purchase agreements, providing such agreements are in compliance with New Mexico statutes, rules, and regulations. CES must receive a copy of the executed leasing documents prior to processing a purchase order. CES will not collect lease payments. All terms of leasing must be included in the proposal with interest rates described as related to a government lease agreement. The offeror must indicate if the shipping costs for the return of leased or rented equipment are the responsibility of the CES Member and what that cost will be. No sale of a contract to a third party will be made without informing CES and the CES Member of the transfer. If the offeror sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original Contractor.

As required by New Mexico law, the lease agreement with the CES Member or Participating Entity will need to contain a termination provision for Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated and budgeted by CES, its Members or Participating Entities (Lessee) governing body or are otherwise unavailable in any fiscal year for the payment of lease and other amounts due under any lease, the lease shall terminate on the last day of the fiscal period for which appropriations were received or other amounts are available to pay amounts due under the lease without penalty or expense to the Lessee. It is the decision of CES, its Members, or Participating Entities to determine the sufficiency of funds, which determination shall be accepted by the Lessor and is final. The Lessee shall give the Lessor or its Assignee written notice at least thirty (30) days in advance of such occurrence.

Legal Remedies: All claims and controversies are subject to the New Mexico Procurement Code, NMSA 1978, and Sections 13-1-21 through 13-1-199.

Local Representation: Depending on the type and level of products and services offered, the Vendor must demonstrate their sales, support, and service staff are physically located where they can respond to and deliver services in a timely and cost effective manner.

Manufacture Endorsement: The bidder must demonstrate it is an authorized distributor of the products and services offered, has access to manufacturer's technical support and warranty services, and possesses the certifications required to install, configure, and maintain the products offered within the state of New Mexico.

Marketing: Once the award is made to the Contractor, CES will, in conjunction with the Contractor, develop a marketing strategy on how the contract will be presented to its Members and Participating Entities. CES

informs its Members and Participating Entities of the contract by: 1) including the contract in the agency database that is available on the CES website, 2) announcing the award in its periodic newsletter, 3) publishing the contract information in a catalog disseminated to all Members, and 4) attending a number of conferences and promoting its existing contracts. A list of Members' and Participating Entities' names, contact names, addresses, and phone numbers can be viewed or downloaded by going to CES' website (www.ces.org).

Multiple Awards: AEPA approved Vendors must service a required number of the AEPA Member States which does not allow New Mexico or regional Vendors to participate. CES has determined that it is in its Members and Participating Entities best interest, and in order to provide local Vendors the opportunity, CES conducts public solicitations for local and/or regional Vendors in some of the same product and service areas. Therefore, CES may have existing CES contracts in place with local or regional Vendors.

New Mexico Procurement Code: Sections 13-1-21 through 13-1-199 NMSA 1978 may be cited as the "Procurement Code".

Offer Acceptance Period to Execute a Contract with CES: In order to allow CES the opportunity to evaluate the bids approved by AEPA, CES requires that the AEPA approved Vendor submit to CES a complete electronic copy of its response to AEPA's solicitation within fifteen (15) days of CES request. CES will issue its supplemental packet within thirty (30) days after receipt and review of the approved Vendor response. The approved Vendor will have fifteen (15) days to return the CES supplemental packet. After CES receives the requested information in the supplemental packet, CES will issue a contract for the products and services as approved by AEPA.

Offeror's Support for CES Prices: Because the resulting CES awarded contracts are based on publically solicited sealed bids, Members are exempt from having to issue their own individual solicitation. The additional value CES brings to the transactions is its oversight, support services, and assurance that the procurement complies and adheres to the New Mexico Procurement Code. The service and convenience of processing orders through one agency, CES, simplifies the procurement process. If problems occur, the Member has the assistance of CES in reaching a satisfactory solution.

Therefore, for CES to comply with the intent of State of New Mexico cooperative purchasing statute and to provide its Members and Participating Entities the best value, CES requires that Vendors offer prices lower than what they would offer on single school district contracts in New Mexico, other cooperative purchasing contracts available to New Mexico public institutions, and agencies or state purchasing contracts for equal or less volume. Vendors that awarded a CES contract under this solicitation must lead with and/or offer their CES contract. As the agencies' first option, however, it is understood that it has the option to use whatever procurement method they choose.

Ordering Process: CES currently offers two procurement/purchasing options: the traditional and ecommerce methods.

1. Traditional Method: Orders accepted will be processed by:
 - a. The Contractor provides a written quote or proposal to the CES customer. When a final quote or proposal is agreed upon, a copy is provided to CES. When preparing a quote or proposal under a CES awarded contract, the Contractor must clearly identify and separate supplies, materials, equipment, and services into individual line items as they appear on the Contractor's awarded price schedule. Stated prices must include the CES two percent (2%) administrative fee.
 - b. The CES Member or Participating Entity issues a purchase order to CES based on the quote or proposal provided referencing the Contractor's CES contract number.
 - c. When CES receives the Member's or Participating Entity's purchase order, it verifies the quote or proposal with the Contractor's CES contract pricing to ensure compliance. CES issues a purchase order to the Contractor for the contract pricing less two percent (2%) CES administrative fee.

- d. The Contractor provides the items or services and invoices CES for an amount not to exceed the amount of CES' purchase order to the Contractor. Invoices must only be issued to CES.
 - e. CES verifies the Contractor's invoice received and issues a CES invoice to its Member or Participating Entity.
 - f. The Member or Participating Entity pays CES, and CES pays the Contractor for items and services delivered and accepted by the CES Member or Participating Entity and retains its 2% percent administrative fee.
2. Ecommerce (online ordering) Method: This allows the CES Members and Participating Entities to log on to the Contractor's website which contains only those products and services covered under the Contractor's CES awarded contract. The Contractor delivers the product/services, sends an invoice to the Member/Participating Entity, the CES Member or Participating Entity pays the Contractor, and the Contractor rebates to CES the two percent (2%) administrative fee.

Ownership of Materials and Documents: CES, its Members or Participating Entities shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in CES, its Members or Participating Entities all Contractor's rights, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.

Patent and Copyright Infringement: Contractor will, at their expense, defend CES and its Members and Participating Entities against any claim that any equipment or software supplied hereunder (even if such equipment or software are modified by CES or its Members, subject to the last paragraph of this section) infringe a patent or copyright in the United States, or a U.S. Territory, and will pay all costs, damages and attorney's fees that a court finally awards as a result of such a claim. To qualify for such a defense and payment, CES must:

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

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

Contractor agrees to refund CES and/or its Members or Participating Entities a refund for returned equipment as depreciated unless otherwise mutually agreeable in writing. The depreciation will be an equal amount per year over six (6) years. In the event that Contractor's written request for return is made after full depreciation, the Contractor will pay CES, or its Members who purchased the equipment, an amount equivalent to the fair market value of the returned equipment. If CES, or any of its Members or Participating Entities, fails to return the equipment, the Contractor is not obligated to that Member under this clause.

Contractor will have no obligation with respect to any such claim based upon a Member's or Participating Entity's modification of the equipment or software or combination, operation or use with apparatus, data or

programs not furnished by Contractor. However, one Member's or Participating Entity's action will not preclude Contractor's obligation to others not having modified their equipment or software.

Payment Processing: All payments must be invoiced through CES, unless online ordering is approved by CES. If any payment is delayed beyond 45 days from the due date, the Contractor agrees not to charge CES interest on the late payment. Any late charges will be the total responsibility of the procurement unit. The Contractor can extend any due date to avoid the requirement to pay interest. Acceptance of final payment is a waiver of all claims, with the exception of unsettled claims previously made in writing.

Price List: The AEPA Vendor will submit to CES and/or its Members and Participating Entities (if requested), or make available on its website all applicable pricing for all products and services proposed, approved, and awarded under this solicitation. Price lists submitted must be in accordance and comply with the AEPA's terms, conditions, and the requirements of the CES purchasing process utilized to facilitate eligible procurement agencies' staff to place and process orders. When utilizing any of the pricing methodologies identified and required within this solicitation, such discounts and pricing will include the CES two (2%) percent administrative fee, must be submitted in the format required, and can be audited by CES.

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

Quotes and Cost Proposals: All cost quotes and proposals submitted to a CES Member or Participating Entity under this solicitation will be based on or more of the pricing methodology described and stipulated and identified within each category and or lot of this IFB. All pricing submitted must include adjustments for New Mexico Gross Receipts Tax if applicable.

Shipping Terms: Prices that include shipping to any location in the State of New Mexico, delivered to the specific receiving point as identified in the purchase order issued by CES, its Members or Participating Entities to the Contractor. The Contractor will retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges will be the responsibility of the Contractor. The receiving agency will notify CES, the Contractor and/or Freight Company promptly of any damaged goods, and will assist the Freight Company and/or Contractor in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.

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

1. Subcontracting is allowed in any category of this solicitation, the contractor agrees that any subcontract will comply with the specifications and requirements of the individual project.
2. CES, its' Members and Participating Entities reserves the right to approve or reject any subcontractor listed in the Offeror's project proposal.
3. The Contractor will not enter into any subcontract subject to this solicitation without prior notification and approval from CES or its' Member and Participating Entity. Any such subcontract shall incorporate by reference the terms and conditions of this solicitation and each individual project contract.

Taxes: Prices offered will not include applicable State of New Mexico Gross Receipts Tax (NMGR). All applicable NMGR must be listed as a separate item on all invoices.

1. NMGR does not apply to delivery charges to the CES Member or Participating Entity location.
2. NMGR does not apply to non-construction supplies, materials, and equipment.
3. NMGR does apply to services and professional services based on the location of the provider.
4. NMGR does apply to any construction product or project and will be based upon the physical location of the construction site.

5. Indian Reservation or Tribal Tax: In addition to NMGRT, tribal taxes may be applied to goods or services.
6. Contractors will be required to provide New Mexico CRS Identification Number issued by New Mexico Taxation and Revenue Department at time of contract award.

Termination for Convenience: CES can, by written notice stating the effective date, terminate the contract issued for convenience in whole or in part, at any time. CES shall pay Offeror as full compensation for performance until such termination as follows:

1. The unit or pro-rata order price for the delivered and accepted portion; and
2. A reasonable amount, not otherwise recoverable from other sources by Offeror as approved by CES with respect to the undelivered or unaccepted portion of the service, provided compensation shall in no event exceed the total contract price.

Termination for Default: CES reserves the right to terminate in whole or any part of the contract due to the failure of the Contractor to carry out any obligation, term or condition of the contract. CES may issue written notice to the Contractor for acting or failing to act under the following conditions.

1. The Contractor provides material that does not meet the specifications of the contract.
2. The Contractor fails to complete the services set forth in the specifications of the contract.
3. The Contractor fails to complete the work required or to furnish the materials required within the specified time.
4. The Contractor fails to make progress in the performance of the contract and/or gives CES cause to believe that the contractor will not or cannot perform the requirements of the contract.
5. The Contractor fails to observe any or all of the terms and conditions of the contract.
6. The Contractor accepts purchase orders, based on this contract, directly from a CES Member and then invoices them directly.
7. Any other conditions that, in the opinion of CES, warrants such action.

Upon receipt of a written notice, the Contractor will have ten (10) days to provide a satisfactory response in writing to CES. Failure on the part of the Contractor to satisfactorily respond can result in CES terminating the contract.

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

Termination for Non-Performance or Contractor Deficiency: CES can terminate any contract if CES Members have not used the contract in any 12-month period, or if purchase orders total less than \$10,000 per year. CES reserves the right to cancel the whole or any part of this contract due to failure by Contractor to carry out any obligation, term or condition of the contract. CES may issue a written notice to Contractor for acting or failing to act in any of the following:

1. Providing material that does not meet the specifications of the contract;
2. Failing to adequately perform the services set forth in the scope of work, specifications or contract;
3. Failing to complete required work or furnish required materials within a reasonable amount of time;
4. Failing to make progress in performance of the contract and/or giving CES reason to believe that contractor will not or cannot perform the requirements of the contract;
5. Performing work or providing services under the contract prior to receiving a purchase order from CES for such work;

6. Accepting purchase orders based on this contract from CES Members and/or invoicing CES Members directly.
7. Fails to observe any or all of the terms and conditions of the contract.
8. Any other conditions that, in the opinion of CES, warrants such action.

Upon receipt of a written notice, contractor will have ten (10) days to provide a satisfactory response to CES. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data, and reports prepared by Contractor under the contract will become the property of the CES Member on demand.

Termination for Non-Appropriation: Any individual Member's or Participating Entities' project covered by this IFB may be terminated if insufficient appropriations 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 Members or Participating Entities governing board and/or the New Mexico State Legislature. Such termination will be effected by sending fifteen (15) days written notice to the Contractor. The CES Members or Participating Entities decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Contractor and shall be final.

B. Construction Terms and Conditions – For construction products and services.

Additional Contract: For any contract entered into by CES, contractor and CES Member or Participating Entity based on this bid, the terms and conditions of the IFB will prevail. A contract between the CES Member or Participating Entity and the Contractor for construction will be an industry standard agreement. The parties may agree to use the American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201 as a guide.

New Mexico Public School Facilities Authority (NMPSFA) Terms and Conditions: Any construction project involving funds provided by NMPSFA will require the Contractor to adhere to NMPSFA's additional terms, conditions and requirements.

Bonds:

1. Upon execution of a contract between a CES Member/Participating Entity and the prime Contractor for a construction project with a value twenty-five thousand (\$25,000) or more, will provide performance and payment bonds from a surety company authorized to do business in New Mexico in accordance with the New Mexico Insurance Code and be a surety listed in the US Treasury Circular 570.
2. The prime Contractor will execute a performance bond in an amount equal to one hundred percent (100%) of the price specified in the contract between the CES Member or Participating Entity and the prime Contractor by a surety company authorized to do business in the state of New Mexico in accordance with the New Mexico Insurance Code and be a surety listed in the US Treasury Circular 570. Performance bonds between the CES Member or Participating Entity and the prime Contractor will be on standard AIA or similar forms. This bond will protect all persons supplying labor and material to the prime Contractor for the performance of the work provided in the contract.
3. All suits for nonpayment or nonperformance will be filed as allowed under New Mexico law.
4. Any Subcontractor providing or performing one hundred and twenty-five thousand dollars (\$125,000) or more of work for an individual project, must submit to the prime Contractor a performance and payment bond equal to one hundred percent (100%) of the subcontract cost from a surety company authorized to do business in New Mexico in accordance with the New Mexico Insurance Code and be a surety listed in the US Treasury Circular 570.

Contract Between Owner and Contractor

1. An agreement between CES Member or Participating Entity and a CES Contractor for the purpose of procuring construction and professional services for a particular project may be

- completed for any construction project. It is at the discretion of the CES Member or Participating Entity and the Contractor to determine if an additional industry standard Owner/Contractor contract is to be executed in addition to this contract. The agreement must be signed by all parties prior to the Contractor starting any work.
2. The Contractor warrants and assures the Owner that it has complied with the New Mexico Procurement Code, Public Works Contract and the Subcontractor Fair Practices Act in contracting for procurements from CES Contractors.

Quotes and Cost Proposals: All cost quotes and proposals submitted to a CES Member or Participating Entity will be based on or more of the pricing methodology described within each category or lot of this IFB.

Licenses: The prime Contractor and any Subcontractors shall possess the appropriate New Mexico Construction Industries Division (NMCID) Contractor's license required to provide construction products and services covered by this solicitation. Copies of the prime Contractor's licenses shall be provided in the CES Supplemental Contract Packet. The Contractor and any Subcontractors must maintain and keep current all New Mexico licenses during the term of the contract.

New Mexico State Wage Rate Documentation

1. It is the Contractor's responsibility to be acquainted with the New Mexico Department of Workforce Solutions' rules, regulations, procedures and requirements relating to state wage rates, and to comply with state and federal regulations regarding payment of wages rates on public projects. The Contractor, as established by the New Mexico Department of Workforce Solutions, will pay wage rates for every job performed under this contract with a total project cost of more than Sixty Thousand Dollars (\$60,000) not including New Mexico Gross Receipts Tax. The Contractor will pay all mechanics and laborers employed on the site of the project by the Contractor, unconditionally and not less than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.
2. The New Mexico Department of Workforce Solutions requires that certain forms be completed for every project that needs a wage decision issued. CES, CES Member or Participating Entity will submit for the wage decision and, upon receipt of the decision, will provide it to the Prime Contractor. The Contractor is responsible for completing and submitting the required forms to the NM Department of Workforce Solutions and must provide CES with a copy of the following: NOTIFICATION OF AWARD, STATEMENT OF INTENT TO PAY PREVAILING WAGES, and AFFIDAVIT OF WAGES PAID.

Ordering Process: Once the Contractor is notified by a CES Member or Participating Entity that they are interested in having the contractor provide construction related products and services, the Contractor will schedule a site visit to familiarize itself with the site and project scope of work. This is done by conducting and performing its own site investigation, research, analysis and asking pertinent questions in order to obtain a complete and comprehensive knowledge and understanding of the project's terms, conditions, requirements, and the Owner's expectations prior to developing, preparing, and submitting a project cost proposal.

Payment Retention, Progress Payments:

1. In order to comply with New Mexico Statutes Annotated 1978, Article 28 Retainage, 57-28-1 to 57-28-11, CES will not retain any funds on progress payments during any construction projects. The prime contractor agrees to only request payment for goods and services delivered, received and accepted by the CES Member or Participating Entity.
2. Final payment of a contract, for which progress payments have been made, will not be made until the project is totally completed (including punch list items and close out document delivered), and the final application for payment is signed by the CES Member or Participating Entity, received and audited by CES.

3. If the CES Member or Participating Entity and the Prime Contractor agree to retainage or a substitute security, the agreement must be in full compliance with New Mexico Procurement Code and applicable laws. If a substitute security or retainage is agreed upon, written notice must be provided to all parties prior to the issuing of a CES purchase order.

NMPSFA: New Mexico Public School Facilities Authority is the administrative unit created by the State of New Mexico legislature to carry out and act on behalf of the Public School Capital Outlay Council (PSCOC) to administer, coordinate and provide general oversight for “state-funded construction”, which is defined as a building or appurtenance to a building that is built in whole or in part with state capital outlay monies. As part of their oversight function, NMPSFA will receive and review construction project documents and coordinate with other state agencies such as NMCID, Environment Department, Department of Energy, Minerals and Natural Resources, State Fire Marshal’s Office, etc., to ensure compliance with all applicable adequacy standards, rules, regulations, building, plumbing, electrical, fire prevention, and mechanical codes adopted by the state, county, city, town or fire district in which the construction project is located.

NM Workforce Solutions: This is state agency responsible for the overseeing, administering, issuing, implementing and ensuring that all employers, Contractors, and Subcontractors follow and comply with New Mexico and Federal labor laws, rules, regulations, policies, and procedures governing employment and the general workforce.

NM Public Works Contracts: Sections 13-4-1 through 13-4-43 NMSA 1978 may be cited as part of the "Procurement Code".

New Mexico Workforce Solutions Contractor Registration Requirement: In order to submit a bid or response to a request for proposal valued at more than sixty thousand dollars (\$60,000) or to be considered for an award of any portion of a public works project greater than sixty thousand dollars (\$60,000) and for a public works project that is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978), the contractor, serving as a Prime Contractor or Subcontractor, shall be registered with the New Mexico Department of Workforce Solutions, Public Works (13-4-14.1 NMSA 1978) before CES can issue a contract.

Quality Control Issues:

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

Site Cleanup: Contractor will clean up and remove all debris resulting from its work as required by the Member/Participating Entity. The contractor shall comply with all laws and regulations governing disposal of construction and hazardous materials. Upon completion of the work, the premises will be left in a neat, unobstructed condition with everything in good repair and order.

Site Examination: Contractor shall familiarize itself with the site, in order to anticipate unseen problems that may develop as the work progresses. Failure to have visited the site before submitting a job order proposal shall in no way relieve the contractor from furnishing any materials or performing any work

required to complete the project in accordance with the contract documents, without additional cost to the CES Member/Participating Entity.

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

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

1. In awarding subcontracts, the Contractor agrees that any subcontract competitively solicited by Contractor will not be awarded solely upon membership, non-membership or affiliation in a union or professional association or other organized group or agency, but on a competitive bid and ability to meet the specifications and comply with the requirements of the individual project.
2. Subcontractor shall be registered with New Mexico Department of Workforce Solutions, Public Works section (13-4-14.1 NMSA 1978).
3. CES, its' Members and Participating Entities reserves the right to approve or reject any subcontractor listed in the Offeror's project proposal.
4. Subcontractors shall provide performance and payment bonds to Prime Contractor if the subcontract is greater than \$125,000 (13-1-148.1 NMSA 1978).
5. The Contractor will not enter into any subcontract without prior notification and approval from CES its' Member or Participating Entity. Any such subcontract shall incorporate by reference the terms and conditions of this solicitation and each individual project contract.
6. No subcontracts will be entered into with any unlicensed party. Contractor must use Subcontractors openly, include such arrangements in the proposal and certify upon request that such use complies with the rules of the NMCID and the New Mexico Public Works Act and New Mexico Procurement Code. No subcontracting costs can be hidden in a cost proposal to CES.
7. Subcontractor Payment: Contractor agrees to pay Subcontractors in a timely manner and in accordance with the New Mexico Subcontractors Act. If Contractor receives a progress payment from CES, the Contractor will pay its Subcontractor(s) their correct proportion of the amount paid. CES will provide release of liens from Subcontractors within fifteen (15) days of date of payment. Failure to pay Subcontractors for work faithfully performed and properly invoiced can result in the suspension or cancellation of this contract.
8. Subcontractor's labor used must be of a standing or affiliation that will permit the work to be carried on harmoniously, without delay and will not cause any disturbance, interference or delay to the progress of the project. Subcontractor and lower-tier Subcontractors will not employ anyone whose employment might be objected to by Prime Contractor or Member.

C. Procedure for Processing Orders

Ordering Process: CES currently offers two procurement/purchasing options: the traditional and ecommerce methods.

1. Traditional Method: Orders accepted will be processed by:
 - a. The Contractor provides a written quote or proposal to the customer. When a final quote or proposal is agreed upon, a copy is provided to CES. When preparing a quote or proposal under a CES awarded contract, the Contractor must clearly identify and separate supplies, materials, equipment, and services into individual line items as they appear on the Contractor's awarded price schedule or pricing methodology. Stated prices must include the CES two percent (2%) administrative fee.

- b. The CES Member or Participating Entity issues a purchase order to CES based on the quote or proposal provided referencing the Contractor's specified CES contract number.
 - c. When CES receives the Member's or Participating Entity's purchase order, it verifies the quote or proposal with the Contractor's CES contract to ensure compliance. CES issues a purchase order to the Contractor for two percent (2%) less than the Contractor's quote and the Member's or Participating Entity's purchase order.
 - d. The Contractor provides the items or services and invoices CES for an amount not to exceed the amount of CES' purchase order to the Contractor. Invoices must only be issued to CES.
 - e. CES verifies the Contractor's invoice received and issues a CES invoice to its Member or Participating Entity.
 - f. The Member or Participating Entity pays CES, and CES pays the Contractor for items and services delivered and accepted by the Member or Participating Entity and retains its 2% percent administrative fee.
2. Ecommerce (online ordering) Method: This allows the CES Members and Participating Entities to log on to the Contractor's website which contains only those products and services covered under the Contractor's CES awarded contract. The Contractor delivers the product and services, sends an invoice to the CES Member or Participating Entity, the CES Member or Participating Entity pays the Contractor, and the Contractor rebates the CES administrative fee to CES.

Progress Payments Processing: All progress payments must be invoiced through CES. It is the responsibility of the CES Member or Participating Entity and/or its designee to review and approve any estimates of work completed. If the CES Member or Participating Entity and/or their designee issues a written statement to the Contractor that the estimate of work is not approved and certified, the CES Member or Participating Entity may withhold an amount from the progress payment determined to be reasonably sufficient to cover the deficiency set forth in the written finding. In such cases, the Contractor agrees to hold CES, its' Members and Participating Entities harmless for any deficiency of payment. If any payment is delayed beyond 45 days from the due date, the Contractor agrees not to charge CES interest on the late payment. Any late charges will be the total responsibility of the CES Member or Participating Entity. The Contractor can extend any due date to avoid the requirement to pay interest. Acceptance of final payment is a waiver of all claims, with the exception of unsettled claims previously made in writing.

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 the Vendor, and/or web page link. NDESC 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 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 and copied to Lori Mittelstadt at 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.

18. OHIO COUNCIL OF EDUCATIONAL PURCHASING CONSORTIA (OCEPC) 2015

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

1. Compliance with Laws/Forum Designation

Contractor shall comply with Federal, State, and Local Laws, Codes and Regulations while fulfilling the contract. It is the Contractor's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein. Contractor shall verify to the Ohio Council of Educational Purchasing Consortia (OCEPC), its Member Agencies and other qualifying purchasers that the Contractor is complying with all Federal, State and Local Laws, Codes and Regulations while fulfilling the contract. Moreover, this contract shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to its principles of conflict of law. Legal proceedings arising under this contract shall be brought in an Ohio Court of Common Pleas of the County where the Member Agency's main office is located.

2. Delinquent Tax Affidavit

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

3. Secretary of State Registration

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

4. Findings for Recovery

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

5. Ohio Workers Compensation Insurance

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

6. Project Personnel, Student Safety and Background Checks

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

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

Contractor shall perform or cause to be performed an Ohio Bureau of Criminal Investigation and Identification and Federal Bureau of Investigation criminal background check of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any

proposed employee who has been convicted, pled guilty or pled “no contest” to a criminal offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person shall be employed by Contractor who has been found guilty of any of the criminal offenses enumerated in Ohio Revised Code Section 3319.39 without prior approval of the Member Agency.

7. Independent Contractor

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

8. Ownership of Instruments of Service

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

9. Audit

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

10. Notices

Unless otherwise expressly provided in this contract, all notices and other communications given under the contract shall be in writing and shall be deemed effective upon receipt by the addressee at its address as set forth in the contract or at such other address as such party shall have notified the other in writing.

11. Non-Appropriation

If the Member Agency fails to appropriate sufficient monies in any fiscal year for payments due under the contract and other funds are not available for such payments, then a “Non-Appropriation” shall be deemed to have occurred. If a Non-Appropriation occurs, then Member Agency will give Contractor prompt notice of such Non-Appropriation. This contract shall thereupon terminate without penalty or expense to the Member Agency.

12. No Personal Liability

It is understood and agreed that under no circumstances will the Member Agency’s board members, officers, employees, or agents be personally liable for any obligations or claims arising out of or related to the contract.

13. Miscellaneous

Headings and titles of articles, paragraphs and other subparts of this contract are for convenience of reference only and shall not be considered in interpreting the text of this contract.

This contract and any appendices constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto.

No contract amendments can be made without the approval of the AEPA membership.

B. Non-Construction Products and Services:

1. Bus Purchases

For the purchase of school buses, the successful Contractor shall provide bonds required by Ohio Revised Code Sections 153.54 and 153.571.

C. Construction Products and Services:

For construction improvements, the following shall apply:

1. The successful Contractor shall provide such bonds required by Ohio Revised Code Sections 153.54 and 153.571.
2. Progress payments and retainage shall be in accordance with the provisions of the Ohio Revised Code including Ohio Revised Code Sections 153.12 and 153.14.
3. In the event that the agreement is subject to the prevailing wage requirements of either Ohio Revised Code Chapter 4115 or the Davis-Bacon Act, then the contract between the Member Agency and the Contractor shall contain the applicable rates and such terms and provisions as may be required by law.
4. Contractor shall comply with all applicable licensing requirements, including those of the Ohio Construction Industry Licensing Board.

D. Procedures for Processing Orders:

The OCEPC will keep informed its Member Agencies and other qualified purchasers of contract information via web site and through other marketing strategies. A list of OCEPC Member Agencies along with addresses, phones, contacts, etc. will be made available to successful Contractors. After contracts are awarded, Contractors may contact the OCEPC Member Agencies and other qualifying purchasers concerning their products and services.

Participating Member Agencies and other qualified purchasers will submit all purchase orders directly to the Contractor.

The Contractor price shall include a two percent (2%) administrative fee that the Contractor will collect from the Member Agency or other qualified purchaser. Administrative fees are to be remitted to the OCEPC on April 15, July 15, October 15 and January 15 of every calendar year with checks payable to the Southwestern Ohio Educational Purchasing Council, 303 Corporate Center Dr. Suite 208, Vandalia, OH 45377.

The Contractor will compile a quarterly report showing all purchases made by the OCEPC Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be attached to the administrative fee remittance.

E. Agencies Allowed to Purchase under Member Agency:

All member cooperatives of the OCEPC and their individual Member Agencies are eligible to participate and purchase from the awarded AEPA contracts. All Ohio K-12 school districts, including Boards of Developmental Disabilities, Educational Service Centers, and Instructional Technology Centers, are eligible to participate and purchase from the awarded AEPA contracts. In addition, all colleges and universities, state, cities, counties, townships and other governmental agencies are eligible to participate if the AEPA contracts satisfy their individual procurement requirements.

19. Oregon, Intermountain Educational Service District (IMESD)

A. *Additional Agency Terms and Conditions*

Intermountain Education Service District ("IMESD") is an educational service district organized under the laws of the STATE OF OREGON. Pursuant to Oregon Law ORS 279A and IMESD is authorized to cooperate with other entities and in such regard is authorized to cooperate with them in the purchasing of goods and services pursuant to these contract documents. As other entities cooperate with IMESD to take advantage of the goods and services made available pursuant to these contract documents, the terms and conditions of any such sales shall be in accordance with the contract documents.

Additionally Senate Bill 3184 enables Oregon's Education Service Districts to offer the services they provide to component school districts to other organizations. For the past 10 years, the InterMountain ESD (formerly Umatilla-Morrow ESD) has been a leader in expanding revenue available for schools and IMESD programs by providing these services outside of 19 local school districts. (Reference: [ORS 334.185](#))

Under Oregon public contracting rules, each individual public agency will have its own local rules it must adhere to, in addition to statewide public contracting laws. InterMountain Education Service District does not presume that its cooperative purchasing program will necessarily comply with every agency's internal public contracting rules. We always advise potential customers to review the bid solicitation carefully and recommend review by their legal department and/or procurement personnel to assure that contracting laws are complied with.

ADVERTISING AND MARKETING: Bidders must demonstrate they possess the necessary resources and have a proven track record to market, offer, obtain, deliver, install and provide the sales and technical support services to IMESD and its participating agencies within the state of Oregon in a timely and cost effective manner.

APPLICABLE LAW AND VENUE: Any dispute arising out of any of the contract documents, or out of their performance, shall be decided by litigation in the Circuit Court of the State of Oregon in the county of Owner's residence, the parties consenting to jurisdiction in said court and permanently waiving jurisdiction in any other court, state or federal. In the event of litigation the prevailing party shall be entitled to an award of reasonable attorney's fees and costs at trial and upon any appeal thereof.

In the event that the successful bidder breaches a term of condition of a contract awarded, the IMESD may terminate the contract. In addition to the right to terminate due to the successful bidder's breach, and all other rights and remedies contained in other provisions, the IMESD reserves all its rights and remedies at law and in equity available due to the breach.

HAZARDOUS CHEMICALS: The Successful bidder shall supply current MSDS for all products as required below even if these sheets have been supplied in previous years.

The agencies participating on IMESD agreement will need MSDS and labels for certain products defined as hazardous chemicals by the State of Oregon in accordance with ORS 654.025(2) and 656.726(3). The successful bidder has the responsibility to determine such products and to provide MSDS and labels for such products. The MSDS shall be received by the IMESD by or at the time of the initial shipment of such products. These requirements have been determined by the State of Oregon Workers Compensation Department, and published as Oregon Administrative Rules 437, Division 2 Hazard Communication. This document is available from Hazard Communication Coordinator, Accident Prevention Division, State of Oregon, Labor and Industries Building, 350 Winter St. NE, Salem, OR 97310, phone: (503) 378-3272 or (800) 922-2689 any local Accident Prevention Division Office.

HOLD HARMLESS: Bidders shall indemnify, hold harmless, and defend the IMESD from any and all liabilities, settlements, losses, penalties, costs, expenses, attorney fees (including attorney fees on appeal) in collection with any action, suit or claim based upon or allegedly based upon, resulting from or allegedly resulting from the successful bidder's negligence, omission, activities or services provided pursuant to a contract awarded to such bidder.

LAW OF THE STATE OF OREGON: Any contract between the IMESD and a bidder shall be entered into within the State of Oregon, and the laws of said state, whether substantive or procedural, shall apply to the contract.

In addition to any requirements listed, vendor shall comply with all, current, applicable state, federal and local laws, regulations and ordinances. If through mistake or otherwise any such provision is omitted then submission by either IMESD or the vendor-partner the contract shall be amended to make such inclusion or correction. IMESD Also reserves the right to amend the contract resulting from state law changes. Vendor-partners will be sent written notification of such changes.

SEVERABILITY: The parties agree that if any term or provision of a resultant contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

TAXES: Taxes, whether State or Federal, shall not be included in bid prices. Our Employer Identification No: 93-6000924 indicated our tax exemption status as a political subdivision. Contractor must certify compliance with the Oregon tax laws in accordance with ORS 305.385 when applicable.

C. Additional Agency Terms and Conditions – Construction Products and Services

1. Prevailing wage rates/Davis-Bacon.

As set forth in the conditions below, if this is a public works project (as defined below) Oregon State prevailing wage rates will apply unless exempted. If federal funds are being used, Bidders must take into account the need to comply with the Davis-Bacon Act. If both the federal and state prevailing wages are required the Contractor is required by law to pay the greater of the applicable prevailing wage. Pursuant to ORS 279C.365 no bid will be considered unless the bid contains a statement by the Bidder as a part of its bid that the provision of ORS279C.840 will be complied with.

(a) If contract is \$50,000.00 or under and there are no federal funds involved the contract is exempted from prevailing wages pursuant to ORS 279C.810(2) (a).

(b) If contract exceeds \$50,000.00 and there are no federal funds involved, existing prevailing wage rate of the State of Oregon will apply. No worker may be paid by any Contractor or Subcontractor a wage less than the wage required by ORS 279C.840. Every subcontract shall include the requirements of this section. Prevailing wages, state and federal, can be seen at the websites referred to in Section 6(a), Additional Requirements of Oregon Law for Public Contracts, Public Works, and Improvements and Miscellaneous Provisions.

(c) If contract exceeds \$50,000.00 and/or federal funds are involved, unless otherwise exempted by law, Contractor shall comply with ORS 279C.800 to 279C.870 relating to the payment of prevailing wages; Contractor shall also comply with the federal Davis-Bacon Act to the extent applicable. No worker may be paid by any Contractor or Subcontractor a wage less than the wage required by ORS 279C840 and if the state and federal prevailing wage laws both apply, Contractor shall pay as wages the great of the applicable prevailing wage. Every Subcontractor shall include the requirements of this section. Additional Requirements of Oregon Law for Public Contracts,

2. Residence status of Bidder

Each Bidder must identify in its bid whether the Bidder is a resident Bidder, as defined in ORS 279A.120.

3. Licensure

If the contract involves asbestos or asbestos abatement, the contractor or subcontractor must be licensed under ORS 468A.720.

4. Bonding

If this contract is a public improvement contract in excess of \$100,000.00, at the time of the execution of the contract, the successful Bidder shall also deliver to the Owner good and sufficient bonds endorsed on forms supplied by Owner, in sums equal to the contract price, for the faithful performance of the contract, and for the payment of all claims for labor, materials, equipment, and rental equipment that may result from work

performed pursuant to the contract documents. The successful Bidder shall not be allowed to execute the contract without the concurrent delivery to the Owner of the bonds required by this paragraph on the required forms. At owner's sole discretion, Contractor shall be subject to disqualification and forfeiture of bid security for breach of this section. If Bidder is disqualified, Owner may award the contract to another Bidder.

5. Subcontractor Disclosure

Unless exempted by ORS 279C.370(1)(c) for public improvement contracts, all Bidders shall within two hours of the date and time of the deadline when bids are due submit information about certain first-tier Subcontractor when the contract value for public improvements is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier Subcontractor furnishing labor or labor and materials would be greater than or equal to:

- (i) 5% of the project bid, or \$15,000, or
- (ii) \$350,000 regardless of the percentage, Bidders must disclose the following information about that Subcontractor:

- (a) the Subcontractor's name, and
- (b) the category of the work that the Subcontractor would be performing, and
- (c) the dollar amount of the subcontract

If Contractor will not be using any Subcontractors that are subject to the above disclosure requirements, Contractor is required to indicate "NONE" on the reply form.

THE OWNER MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

Project name:

Bid #:

Bid Opening Date:

Name of Bidding Contractor:

Required Disclosure Deadline:

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

See the certification above the signature line on the second page of this form regarding the Subcontractors that must be disclosed.

The Owner will insert "NA" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

This form may not be submitted by facsimile. It is the responsibility of Bidders to submit this disclosure form and any additional sheets, completely filled out and signed, by the specified disclosure deadline.

List below the name of each Subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the Subcontractor will be performing and the dollar value of the subcontract. Enter "None" if there are no Subcontractors that need to be disclosed. (Attach additional sheets if needed.)

NAME OF CATEGORY OF DOLLAR VALUE

SUBCONTRACTOR WORK

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

CERTIFICATION

It is certified that the above listed first-tier Subcontractor(s) are providing labor, or labor and material, with a dollar value equal to or greater than:

(a) 5% of the total Contract Price, but at least \$15,000 [if the dollar value is less than \$15,000 do not list the Subcontractor above], or

(b) \$350,000 regardless of the percentage of the total Contract Price.

Form submitted by (insert Bidder name):

Contact name:

Telephone number:

Additional Requirements of Oregon Law for Public Contracts, Public Works, and Improvements; Miscellaneous Provisions

“Owner” means the public entity executing the Contract of which these provisions are a part.

“Public improvement” means projects for construction, reconstruction or major renovation on real property by or for a public agency. “Public Works” shall mean roads, highways, buildings, structures and improvement of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by any public agency to serve the public interest by does not include the reconstruction or renovation of privately owned property which is leased by a public agency.

(1) In reference to ORS 279B.220 and 279C.505. Contractor shall:

(a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in the contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished.

(d) If the contract is for a public improvement, demonstrate to Owner that Contractor has an employee drug testing program in place.

(e) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(2) In reference to ORS 279C.515 regarding contracts for public improvements:

(a) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services

furnished to Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such contract.

(b) If the contract is for a public improvement and if the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract within thirty days after receipt of payment from the Owner or a Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty days after the date when

payment was received from the Owner or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

(c) If the contract is for a public improvement, or is related to a contract for a public improvement, and if the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract, that person may file a complaint with the Construction Contractor's Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(d) The payment of a claim in the manner authorized in this section of this contract shall not relieve the

Contractor or the Contractor's surety from any obligation with respect to any unpaid claims.

(3) Relating to ORS 279B.020 and ORS 279C.520. Contractor shall comply with ORS 279B.020 and ORS 279C.520 in their entirety (when applicable), and in this regard:

(a) No person shall be employed for more than ten hours in any one day, or forty hours in any one week except in cases of necessity, emergency, or where the Owner absolutely requires it, and in such cases, the employee shall be paid at least time and half pay:

(i) For all overtime in excess of eight hours a day or forty hours in any one week when the work week is five consecutive days, Monday through Friday; or

(ii) For all overtime in excess of ten hours a day or forty hours in any one week when the work week is four consecutive days, Monday through Friday; and

(iii) For all work performed on Saturday, Sunday, and on any legal holiday specified in ORS 279B.020 and 279C.540.

(iv) Contractor shall comply with the notice and posting requirements of ORS 279B.020 and 279C.520(2). Contractor shall pay employees for overtime work performed under this Contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

(4) If the contract is for a public improvement, Contractor shall at its sole expense comply with any and all applicable statutes or ordinances, and all regulations of any agencies, whether federal, state, local or tribal, dealing with the prevention of environmental pollution and the preservation of natural resources including without limitation water that affect the performance of this contract.

The following agencies, as well as others, may have pertinent regulations:

Federal: Army Corps of Engineers, Federal Energy Regulatory Commission, Environmental Protection Agency, Dept. of Human and Health Services, Dept. of Interior including but not limited to the US Fish and Wildlife Service, Department of Labor, and Water Resources Council.

State: Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Human Resources, Soil and Water Conservation Commission, and Oregon Water Resources Department.

Local: City and County wherein the project is to be undertaken.

Tribal: Confederated Tribes of the Umatilla Indian Reservation.

(5) In relation to ORS 279B.230 and 279C.530, Contractor shall comply in their entirety, and in this regard:

(a) Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(b) All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

(6) (a) If the contract is for public works and is over \$50,000, Contractor, unless otherwise exempted by law, shall comply with ORS 279C.800 to 279C.870 relating to the payment of prevailing wages; Contractor shall also comply with the federal Davis-Bacon Act to the extent applicable. The prevailing rates of wage, state and federal, made available on the internet are hereby incorporated by reference; they may be seen at various sites including at www.boli.state.or.us/BOLI/WHDPWR and www.access.gpo.gov/davisbacon/or.html. If the state and federal prevailing wage laws both apply, Contractor shall pay as wages the greater of the applicable prevailing wage. Contractor shall comply with all wage reporting and certification requirements of the prevailing wage laws and/or the Davis-Bacon Act, as applicable.

(b) Before starting Work the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond

(7) The following apply to contracts for public improvements:

(a) Contractor shall comply with ORS 279C.580, dealing with Contractor's relations with Subcontractors. Without limiting the generality of the foregoing, in this regard Contractor shall include a clause in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including a material supplier, for the purposes of performing the contract:

(i) that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the Owner; and

(ii) that obligates the Contractor, if payment is not made within thirty days after receipt of payment from the Owner, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause required by the preceding paragraph. The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and shall be computed at the rate specified in ORS 279C.515(2).

(b) Contractor shall include in each of its subcontracts, for the purpose of performance of work in relation to project, a provision requiring the first-tier Subcontractor to include a before clause and an interest penalty clause conforming to the foregoing standards in each of its contracts and to require each of its Subcontractors to include such clauses in their subcontracts with each lower-tier Subcontractor or supplier.

(c) Nothing stated herein shall be construed to preclude the negotiations allowed pursuant to ORS 279C.580(5).

(8) If any work supplied pursuant to the contract requires licensing with the Construction Contractors Board or the State Landscape Contractors Board, Contractor must be so licensed in order to submit a bid for the contract, and Contractor and all relevant Subcontractors must remain licensed during the period required for performance. Contractor certifies that all Subcontractors and workers will be properly licensed to perform the work required by this Contract before their commencement of work.

(9) If this contract is for public improvements, then retainage in the amount of 5% of the amount due shall be withheld in accordance with Oregon laws, including ORS 279C.550 et seq.

(10) If this contract is for a public improvement, and unless exempted by resolution of the Owner, Contractor shall comply with ORS 279C.380 and execute and deliver to Owner a good and sufficient performance bond and payment bond to be approved by Owner in a sum equal to the contract price.

By way of supplement to, and equally binding as, all of the foregoing:

(10.1) Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: I) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are incorporated by reference herein.

(10.2) Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

(a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, in the awarding of subcontracts (ORS 279A.110).

(b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.

(10.3) Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.

(10.4) Unless contrary to federal law, Contractor shall certify that each landscape Contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape Contractor's license issued pursuant to ORS 671.560.

(10.5) The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.

(11) Contractor must certify compliance with the Oregon tax laws in accordance with ORS 305.385 when applicable.

(12) Upon receipt by Contractor of any notice or claim, pursuant to ORS 279C.600 et seq (concerning action against bonds) Contractor shall immediately notify Owner in writing.

(13) Unless agreed to by Owner in writing, Contractor may not assign, transfer, dispose of, or delegate its duties under the contract.

(14) Contractor shall be responsible for compliance with all local, state, tribal, and federal laws, applicable to any aspect of the work to be performed. It shall be Contractor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Contractor shall indemnify, defend, and hold harmless Owner for any default or breach of Contractor in this regard.

(15) The submission of a bid for this contract is certification by Contractor that Contractor has not discriminated and will not discriminate in violation of ORS 279A.110 against any minority, women, or emerging small business enterprises in obtaining any required subcontracts.

(16) If this contract is a public improvement contract for demolition, Contractor shall salvage or recycle constructions and demolition debris if feasible and cost-effective.

(17) If this contract is a public improvement contract for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

(18) Any dispute arising out of any of the contract documents, or out of their performance, shall be decided by litigation in the Circuit Court of the State of Oregon in the county of Owner's residence, the parties consenting to jurisdiction in said court and permanently waiving jurisdiction in any other court, state or federal. In the event of litigation the prevailing party shall be entitled to an award of reasonable attorney's fees and costs at trial and upon any appeal thereof.

D. Procedures for Processing Orders

Once the award is made to the vendor, IMESD will market these contracts by: 1) including the contract on the IMESD website, 2) announcing the award in flyers, and 3) attending vendor events throughout school year. A list of schools, contact names, addresses and phone number can be accessed through the Oregon Department of Education website. At this point the vendor contacts schools and schools may contact the vendor. When the school/agency identifies a product or services and agrees on price it issues to Vendor a purchase order for that item or service, referencing the AEPA Bid number. The purchase order must include an additional one percent (2%) administrative fee in the total to be forwarded by the vendor to IMESD after the sale. All participating vendors agree to and are subject to audit proceedings of IMESD member sales.

Upon receipt of the purchase order, the vendor provides the goods or service listed on the purchase order. It is important to remember the vendor makes delivery to the member unless other arrangements are made in cooperation with IMESD. When all items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, vendor then invoices the member for the goods and service. This invoice includes the additional one percent (2%) administrative fee to the total amount invoiced of the goods or service provided by the vendor. This percent is based on the total sales of goods or services. The member then pays the vendor including the one percent (2%) administrative fee. IMESD then invoices the Vendor for the 2% administrative fee based on the sale of goods and services collected by the vendor.

E. Agency Members Purchasing under the IMESD

The InterMountain Education Service District (IMESD) participates in a national non-profit organization, the Association of Educational Purchasing Agencies (AEPA), which is a procurement vehicle. The mission of IMESD's involvement with AEPA is to cooperatively serve Oregon state agencies members through a continuous effort to explore and solve present and future purchasing needs. AEPA goals include working to secure multi-state volume purchasing contracts with benefits that are measureable, cost-effective and continuously exceed our state member's expectations. InterMountain Education Service District is the member agency representing Oregon in AEPA through an IMESD board approved Memorandum of Understanding between all participating states that are all political subdivisions related to K-12 education. All AEPA bids have been advertised by IMESD in Oregon.

Pursuant to Oregon Law, ORS 279A, InterMountain Education Service District is authorized to offer these contracts to other government entities including school districts, state universities, community colleges, special districts, local and state government.

There is no fee or annual dues to become an IMESD agency member to purchase. InterMountain Education Service District's contract management efforts are funded by a nominal administrative fee paid by the vendor based on sales volume.

20. Pennsylvania, Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network

A. Additional Member Agency General Terms and Conditions that apply to all categories

The Keystone Purchasing Network (KPN) is a cooperative purchasing program operated by the Central Susquehanna Intermediate Unit under various state inter-governmental cooperation laws and includes members in several east coast states that currently includes Pennsylvania, Maryland, District of Columbia, New Jersey, New York and Delaware. All applicable Local, State and Federal laws and regulations will apply to any purchases of equipment, services or construction in any of these states and to other states that may be added under the KPN membership throughout the term of these contracts.

Marketing and Advertising under this Agreement: Vendor will actively promote the resulting contract in Pennsylvania, Maryland, Delaware and New York States. Vendor will comply with the AEPA Marketing program along with the requirement listed below.

1. Vendor will include the approved KPN logo, web address, contract number and toll free number in all print electronic mail and other advertising and promotion intended for release to PA, MD, DE and NY excluding national marketing releases.
2. The KPN logo and associated KPN information shall be of a clearly readable size and in appropriate proportion to other elements in the printed material.
3. Vendor agrees to provide KPN with a copy or proof sheet of the advertisement or promotion material. Vendor will provide KPN with date of release and name of publication, journal, etc.
4. Vendor shall place a supplied KPN vendor sign on booths, tables, etc. of any or all exhibits for which the vendor displays/participates at tradeshow, conventions and the like. Vendor will supply in advance scheduled exhibit dates. Vendor agrees to make available at the exhibit KPN supplied brochures or other promotion materials.
- e. Vendor agrees to insert the approved KPN logo, web address, contract number and toll free number on the vendor's web site promoting or a specific KPN landing page and providing a link to the KPN website.
- f. Vendor will supply product catalog information, product description, pricing, etc., in a spreadsheet format as specified by KPN for inclusion on the KPN website.
- g. Vendor agrees to cooperate in developing appropriate website content to promote its products, services and their advantages to KPN members.
- h. Requested materials will be submitted to KPN within 30 days.

Pricing and Ordering: Vendor will provide all pricing information in an electronic format and/or setup an electronic ordering system that would show the current contract prices along with the KPN administrative fee of 2% or as adjusted by the KPN. In the case of electronic ordering, the KPN would have administrative reporting capabilities with an online ordering system. The KPN administrative fee will apply to all purchases, installation, total lease, total rental prices and all construction and installation and annual maintenance fees and will be included in the net price offered to the purchasing agency.

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

The following items refer to all projects involving construction or construction related services:

Vendor and/or Contractor agrees that, in performance of the services required under this Agreement, Vendor and/or Contractor shall abide by all Federal, State, Local, and Pennsylvania Department of Education laws, and regulations that may apply to renovation under this bid, including, but not limited to, those listed below. Vendor and/or Contractor shall also abide by the state and local laws and regulations of other states where a member is located. It is the responsibility of the Vendor or Contractor to determine applicability and requirements of any such laws and to abide by them. Additionally, Contractor has the sole responsibility for compliance with all other matters in conjunction with the services to be performed hereunder and in the Invitation for Bid.

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS: the Contractor shall provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, before the award of the contract. (Sections 756 and 757 of the Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967.)

DISCRIMINATION PROHIBITED: According to 62 Pa.C.S.A. 3701, the Contractor agrees that:

(1.) In the hiring of employees for the performance of work under the contract or any subcontract, no Contractor, Subcontractor or any person acting on behalf of the Contractor or Subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

(2.) No Contractor or Subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.

(3.) The contract may be canceled or terminated by the government agency and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

HUMAN RELATIONS ACT: The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P. L. 744) (43 P.S. Section 951, ET. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, Contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 Pa. Code 49.101.

COMPETENT WORKMEN: Projects where the total estimated cost is \$25,000 or less, Section 7-752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first class workmen and mechanics. No workmen shall be regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where work is being done.

PENNSYLVANIA PREVAILING WAGE RATES: Projects where the total estimated cost is greater than \$25,000, paid for in whole or in part out of funds of a public body, except for maintenance work or work performed under a rehabilitation program or manpower training program must specify "Prevailing Wages." Further information on implementation of the act, definition of maintenance work and prevailing wage rates may be requested from the Pennsylvania Department of Labor and Industry (800-932-0665 or 717-787-4763). When applicable, use Davis-Bacon wage rates for federally assisted projects. This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 442 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification.

(1.) The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary of Labor and Industry (hereinafter "Secretary"), which must be paid to the workmen, employed in the performance of the Contract.

(2.) The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

(3.) These Contract provisions shall apply to all work performed on the Contract by the Contractor and to all work performed on the contract by all Subcontractors.

(4.) The Contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions.

(5.) No workmen may be employed on the Work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in the Regulations shall be followed.

(6.) All workmen employed or working on the Work shall be paid unconditionally, regardless of whether any contractual relationship exists or the contractual relationship which may be alleged to exist between any Contractor, Subcontractor and workmen, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in

this Contract, the Act or the Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workmen on the Work.

(7.) The Contractor and each Subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:

- a. Name of project.
- b. Name of public body of which it is constructed.
- c. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
- d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
- e. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or Subcontractor are not complying with the Act or the Regulations in any manner whatsoever, they may file a protest with the Secretary within three (3) months of the date of the occurrence, objecting to the payment to the Contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the Project. Any workmen paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

(8.) The Contractor and all Subcontractors, shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the Work and such record must include any deductions from each workman. The record shall be preserved for two (2) years from the date of payment and shall open at all reasonable hours to the inspection of the Owner and to the Secretary or his duly authorized representative.

(9.) Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulation issued pursuant thereto shall be employed on the Work. Any workmen using the tools of a craft that does not qualify as an apprentice within the provisions of this submission shall be paid the rate predetermined for journeyman in that particular craft and/or classification.

(10.) Wages shall be paid without any deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.

(11.) Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and the Regulations, regardless of the average hourly earnings resulting there from.

(12.) Each Contractor and each Subcontractor shall file a statement each week and a final statement at the conclusion of the Work on the Contract with Owner, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the Contract as prescribed by the Regulations, or if any wages remain unpaid, to the amount of wages due and owing to each workman respectively.

(13.) The provision of the Act and the Regulations are incorporated by reference in the Contract.

(14.) The current prevailing wage threshold for Pennsylvania is \$25,000. However the threshold may be increased during the term on the contract by legislated action. Vendor will then be required to adjust labor rate for job under the new threshold.

(15.) The following applies to all prevailing wage projects:

E-Verify. The successful Bidder and its subcontractors (as such term is defined in the act) are required to comply with the Public Works Employment Verification Act, Act No. 127, July 5, 2012 (formerly Senate Bill 637). All Bidders shall submit with their Bid a Public Works Employment Verification Form (the "Verification

Form") to CSIU - KPN in the form published by the Commonwealth of Pennsylvania, Department of General Services. Per the act, the Verification Form is to be obtained from the Secretary of the Pennsylvania Department of General Services. The Verification Form is presently available on the Department of General Services website. Per the act, the Verification Form shall include a certification that the information in the statement is true and correct and that the individual signing the statement understands that the submission of false or misleading information in connection with the verification shall subject the individual and the public works contactor or subcontractor, as the case may be, to sanctions provided by law; and the verification form shall be signed by a representative of the public works contractor or subcontractor, as applicable, who has sufficient knowledge and authority to make the representations and certifications contained in the statement. Prior to award of a contract or purchase order by a Member Agency to the successful Bidder for a particular project, the successful Bidder shall submit to the Member Agency a Verification Form. Per the act, the successful Bidder's subcontractors shall provide to the Member Agency, and successful Bidder shall cause its subcontractors to provide to the Member Agency, their Verification Forms prior to commencing work on the Member Agency's project.

STANDARD OF QUALITY: The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the Bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or alternatives of the quality necessary to meet the specifications". A bid containing an alternative, which does not meet the specifications, may be declared non-responsive. A bid containing an alternative may be accepted but if an award is made to that Bidder the Bidder will be required to replace any alternatives, which do not meet the specifications.

PROVISIONS FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S.: In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder in accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

PROHIBITION ON CASH ALLOWANCES: Cash allowances are prohibited.

TIME(S) OF COMPLETION OF THE PROJECT: Contractor/Vendor shall complete all work within 180 days after entry into a contract with the individual Member. Member and Contractor/Vendor may agree in writing on a lesser number of workdays depending on the scope of the project.

Owner's Compliance in Retaining Payments: Unless a member stipulates otherwise, Payment Retentions and Progress Payments shall be as follows: Ten percent (10%) of all contract payments shall be retained by the member as insurance of proper performance of the prime Contractor. Prime Contractor agrees to identify the amount of the invoices sent to the member school districts, then send copies of the invoices to the KPN. When fifty percent (50%) of the work is completed, as determined by the school district, one-half (1/2) of the amount retained shall be paid to the prime Contractor, if the prime Contractor requests payment, provided that the prime Contractor is making satisfactory progress and there is no specific cause for greater withholding. After the work is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments shall be retained, unless the governing board of the member determines that satisfactory progress is not being made, at which point ten percent retention shall be reinstated. If the member and the prime Contractor agree to a substitute security, the agreement must be in full compliance with Pennsylvania law. If the substitute security is agreed to, the prime Contractor must provide KPN and the member with assigned and acknowledged waiver of any right or power of the obligor to set off any claim against KPN, the member, or the prime Contractor, in relationship to the security assigned. The prime Contractor, as authorized above, will pay any interest due a Subcontractor or material supplier. A Subcontractor to the prime Contractor may request, in writing, that the Subcontractor be notified by KPN within five (5) days of payment of each progress payment made to the prime Contractor. It is the responsibility of the prime Contractor to inform all suppliers and Subcontractors that this contract is a cooperative purchasing contract. Once all bonds are in place, the prime Contractor and the authorized agent of the member will agree in writing upon a schedule of payments based on identifiable milestones. Retaining of payments must be done in accord with 62 Pa.C.S.A. § 3921.

A contract containing a provision for retainage as provided in section 3921 (relating to retainage) shall contain a provision requiring the architect or engineer to make final inspection within 30 days of receipt of the request of the Contractor for final inspection and application for final payment. If the work is substantially completed, the architect or engineer shall issue a certificate of completion and a final certificate for payment, and the government agency shall make payment in full within 45 days except as provided in section 3921, less only one and one-half times the amount required to complete any then-remaining uncompleted minor items, which amount shall be certified by the architect or engineer and, upon receipt by the government agency of any guarantee bonds which may be required, in accordance with the contract, to insure proper workmanship for a designated period of time. The certificate given by the architect or engineer shall list in detail each uncompleted item and a reasonable cost of completion. Final payment of any amount withheld for the completion of the minor items shall be paid upon completion of the items in the certificate of the engineer or architect.

WORKERS' COMPENSATION ACT: The Contractor shall accept, insofar as the work covered by their contract is concerned, the provisions of the Workers' Compensation Act 44 of 1993, and any supplements of amendments thereof, including any which may hereafter be passed, and shall insure the Contractor's full liability there under for all parts of their contract being performed by the Contractor, the Contractor's partners, associates, employees or those of any the Contractor may employ herein, or file with the Entity a certificate of exemption from insurance from the Bureau of Workers' Compensation of the Department of Labor and Industry.

The Contractor shall, at all times, indemnify and save harmless the school entities of and from all claims for Workers' Compensation which may be made by any of the employees of the Contractor or by any of the employees to whom the Contractor may have let the performance of any part of the work embraced by their contract and the Contractor shall appear for and defend the school entities against any and all such claims. The Contractor shall be covered by Employers' Liability Insurance with a minimum limit of \$250,000 for each employee, \$2,000,000 policy limit and \$250,000 for each accident.

ACT 34 CRIMINAL BACKGROUND CHECKS: Independent Contractors and their employees who provide services to a Pennsylvania school entity are required to obtain a report of "Criminal History Record Information" from the Pennsylvania State Police. In the case of non-Pennsylvania residents, a report of "Federal Criminal Record Information" from the FBI is required in addition to the Pennsylvania State Police Report.

Contractors shall be required to do the following:

(1.) Present the original document/s Report of Criminal History Records information from the Pennsylvania State Police, report of Federal Criminal History Record Information from the Federal Bureau of Investigation to the Superintendent or the Superintendent's designee prior to the beginning of work for the school entity. The school entity shall retain a copy of the background check information and shall note on that copy the date on which the original document was inspected and the name of the administrator who viewed the original. This copy shall be retained in the school entity records with the original being returned to the Contractor.

(2.) If any new employees are added to the workforce during the course of the work, such employee(s) must follow the same procedure described above prior to any work for the school entity.

(3.) All costs for the Criminal History Information check(s) shall be borne by the perspective Contractor.

(4.) The school entity shall notify the Contractor in writing if the decision not to employ the Contractor or the Contractor's employees is based in whole or in part on criminal history records information.

(5.) The school entity shall follow the regulations promulgated by the State Board of Education concerning the confidentiality of the Criminal History Report Information obtained pursuant to the Act.

Upon written notice from the school entity, Contractors shall have all such persons removed from the project. School entity's right to declare such persons unfit shall not be limited to the required exclusion of persons from school property as set forth in Section 1-111 of the Pennsylvania School Code and/or Act 151 of 1994.

CHILD PROTECTIVE SERVICES BACKGROUND CHECKS: Prior to commencing work under the contract, the Contractor shall submit for any employee or independent Contractor who would be working on a school entity's site pursuant to work contemplated in the contract, an official clearance statement obtain from the Pennsylvania Department of Welfare pursuant to Act 151 of December 16, 1994 (P.L. 1292) subchapter C2 of the Child Protective Services Act. Contractor shall not allow any prospective employee or independent

Contractor on the job site prior to providing the school entity with the above-referred clearance statement for prospective employees or independent Contractors.

ANTIBID-RIGGING ACT (NON-COLLUSION): In accordance with the Commonwealth of Pennsylvania's Antibid-Rigging Act, 62 Pa. C.S.A. § 4501 et seq., the Contractor shall execute and submit with the bid a Non-Collusion Affidavit required by the Agency. Each party to the joint venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

PREVENTION OF ENVIRONMENTAL POLLUTION: Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all invitations for Bids and requests for proposals for construction projects issued by any governmental agencies shall set forth any provision of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. A Notice of said provisions prepared by the Pennsylvania Department of Environmental Resources under Act 247 of 1972, 52 P.S. § 1612 (repealed) is available from Jeffrey L. Kimball, Cooperative Purchasing Services Director at the Keystone Purchasing Network, 90 Lawton Lane, Milton, PA 17847. His telephone number is 570-523-1155 x2130, and his e-mail address is jkimball@csiu.org. Said Notice is hereby incorporated by reference. Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in the Notice.

ARCHITECTURAL SERVICES: For those Members who are Pennsylvania Public School Districts, and whose projects require architectural or engineering services, your attention is directed to Section 7-751.1 of the Pennsylvania Public School Code (24 P.S. § 7-751.1), which requires a public school district to engage an architect/engineer that is independent from the Vendor/Contractor's architect/engineer.

MULTIPLE PRIME CONTRACTORS: For those Members who are Pennsylvania Public School Districts, your attention is directed to Section 7-751 of the Pennsylvania Public School Code (24 P.S. § 7-751), which requires a public school district to use separate prime Contractors for plumbing, heating and ventilating, and electrical work. To the extent a school district's project extends beyond general construction services, the school district will need to separately bid plumbing, heating and ventilating, and electrical work, and should consult with its individual solicitor for compliance with Section 7-751. For other Members who are subject to multiple prime requirements under applicable bidding laws, such Members should consult with their individual solicitors for compliance with said requirements.

C. Procedure for Processing Orders

Once the award is made to the Contractor/vendor, KPN will inform its members of the contract by: (1) including the contract in the agency database that is available on the KPN website, (2) announcing the award in its periodic newsletter, and (3) publishing the contract information in a catalog disseminated to all members. A list of members, institution names, contact names, addresses and phone number will be made available to the vendor in an electronic format. At this point the Contractor/vendor contacts the members and members may contact the Contractor/vendor. When the member identifies a product or service it issues a purchase order for that item to the vendor. The vendor's price to its members will include the following administrative fees: currently 2% (two percent) on all supplies, equipment and construction, rental or lease, annual subscription fee, etc.; and others administrative fees as approved by KPN and will be collected from the member or other qualifying purchaser. KPN reserves the right to adjust the administrative fee at any time during the duration of the contract and any renewal period or to modify the administrative fee based on volume of purchase. If the administrative fee is reduced do to the size of the project the vendor will show the adjustment on the quote as a The vendor will also compile a quarterly report showing all purchases made by KPN members under this contract. The vendor will also produce an annual report for all purchases made under this contract for a period of beginning with the award of the contract through December 31st and all consecutive 12-month periods if contract is extended. The vendor will make all administrative fee payments to KPN by the 15th of the succeeding month of each 3-month period (quarterly) after they have received payment from the member agency and all checks are to be made payable to the Central Susquehanna Intermediate Unit (CSIU) and sent to Keystone Purchasing Network, 90 Lawton Lane, Milton, PA 17847, and Attention: Jeff Kimball. All reporting of purchases will be broken down by entity by state and will show purchaser, total dollar and date of purchase. These reporting requirements may change during the contract period.

D. Agencies Allowed to Purchase under the Member Agency

The Keystone Purchasing Network(KPN) is a cooperative purchasing program operated by the Central Susquehanna Intermediate Unit under various state inter-governmental cooperation laws. Every public school district in the state is eligible to become a member and must complete a membership application with the KPN. No member is obligated to use these services, but they find the benefits of low price and not needing to go through the bidding process most advantageous. Only those members listed on an approved KPN membership list are eligible to purchase under these contracts. This list may change during the contract period and currently includes members from Pennsylvania, Maryland, New Jersey, New York, Delaware, District of Columbia and other Northeast & Mid-Atlantic states. Vendors may choose to offer the KPN in other non-AEPA member states where cooperative purchasing laws allow.

Additional members may include other public educational institutions in the state, college, university, community colleges, vocational schools, charter schools, municipal and county governments and other non-profit organizations from Pennsylvania or any other state where a member is located. Membership from other entities is permitted by various intergovernmental cooperative purchasing laws or regulation from there home state.

As member agencies from other states are added to the membership of the KPN the awarded vendor(s) agrees to abide by all state and local laws and/or regulations that may apply to any purchase of products, services or construction by these agencies. The KPN reserves the right to market any AEPA contract under any cooperative program name that it may choose in the future on a national basis in any non-AEPA member state.

21. Texas, TexBuy, a Cooperative Purchasing Shared Services Cooperative Sponsored by the Region 16 Education Service Center

A. *Additional Agency Terms and Conditions*

- (1) **TexBuy funding:** The total cost of the TexBuy program is funded through a two percent (2%) participation fee paid to TexBuy by the participating Contractors. This fee shall be included in all pricing to TexBuy and its participating agencies. The fee is based on actual Contractor sales. TexBuy does not charge any fees to participating government agencies.
- (2) **Tax exempt status:** All government agencies participating in TexBuy are exempt from payment of taxes under Texas Tax Code §151.309 for the purchase of tangible personal property.
- (3) **Minority and Women Business Enterprise (MWBE) participation:** It is the policy of some TexBuy participants to involve MWBE Contractors in the purchase of goods and services. Contractors shall indicate on the proposal form whether or not they are an MWBE.
- (4) **Bid awards** shall not consider whether a vendor is a member of or has another relationship with any organization and bid specifications (and subsequent contracts) shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization in accordance with Texas Education Code §44.043.
- (5) **Felony Conviction Notice** (TexBuy Contractors will be required to sign a standard affidavit required by the State of Texas): Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.
- (6) **Criminal History Background Checks** in accordance with Texas Education Code §22.0834 shall be required should any employee or agent of a contractor awarded a bid have "continuing duties related to the contracted services" with a school district and that employee or agent will have "direct contact with students" (as those terms are defined in 19 Texas Administrative Code §153.1101).

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

- (1) **State of Texas Franchise Tax:** By signature hereon, the bidder certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code.
- (2) **Agricultural products**, including textiles and other similar products, are not to be made available to Texas school districts through the agreement, unless such products produced, processed, or grown in the state of Texas are given a preference in accordance with Texas Education Code §44.042.

C. *Additional Agency Terms and Conditions for Construction Products and Services as required by law in the State of Texas:*

- (1) **Certification of Residency (TexBuy Contractors will be required to sign a standard affidavit required by the State of Texas):** The State of Texas has a law concerning non-resident Contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter

A. This law makes it necessary for TexBuy to determine the residency of its Contractors. In part, this law reads as follows:

(a.) **Section: 2252.001**

"Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose principal place of business is in this state, including a Contractor whose ultimate parent company or majority owner has its principal place of business in this state."

(b.) **Section: 2252.002**

"A governmental entity may not award a governmental contract to a non resident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

(2) **Security**

(a.) **Bid Security**, when required by Texas Law, shall be furnished with the bid. The Bid Security shall consist of a certified check, cashier's check or a bid bond in the amount of ten percent (10%) of the total bid (or as otherwise stated in the RFB) that shall be a guarantee to furnish Performance and Payment Bonds. Bid Security shall be to TexBuy.

(b.) **The Successful Bidder's Security** will be retained until the Contract is signed and the required Performance and Payment Bonds have been furnished. If any bidder refuses to enter into a contract within 30 days or fails to furnish the required bonds, TexBuy will retain the Bid Security as liquidated damages, but not as a penalty.

(c.) **Performance Bonds** when required by Texas Law, shall be furnished by the successful bidder in an amount equal to one hundred percent (100%) of the total amount of the contract sum, underwritten by such Surety Company as the Participating Agency may approve, conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. Said bond shall be solely for the protection of the Participating Agency.

(d.) **Payment Bonds** when required by Texas Law shall be furnished by the successful bidder, in the amount of the contract, solely for the protection of all claimants supplying labor and material as hereinafter defined, in the prosecution of the work provided in said contract, for the use of each claimant.

(e.) **Prevailing Wage** must be paid to any contractors or subcontractors or their employees or agents in performing any work under the awarded bid.

(f.) **Criminal History Background Checks** in accordance with Texas Education Code §22.0834 shall be required should any employee or agent of a contractor awarded a bid have "continuing duties related to the contracted services" with a school district and that employee or agent will have "direct contact with students" (as those terms are defined in 19 Texas Administrative Code 153.1101).

(3) **Insurance:** The Contractor shall file with the Participating Agency's designee, Insurance Certificates, as described herein, evidencing the coverage required, and shall be supplied within ten (10) calendar days after receipt of the written "Notice of Award". In no instance shall the Contractor begin work prior to the filing of the insurance requirements. Failure to do so shall be grounds to void the contract. The Participating Agency's designee shall be given ten (10) days notice prior to the cancellation or change of any of the required insurance coverage. The Participating Agency shall be named as Certificate Holder.

(a.) **Contractor's Liability Insurance:** Produce and maintain in force the following kinds of insurance of companies acceptable to the Owner. Minimum Limits of Liability are stated.

Contractor's Liability Insurance:

Employer's Insurance Workers' Compensation—Statutory Employer's Liability:

Bodily Injury by Accident Each Occurrence—\$100,000.00

Bodily Injury by Disease Each Employee—\$100,000.00
Policy Limit—\$500,000.00

Commercial General Liability -Combined Limits of Bodily and Personal Injury and Property Damage:

Single Limit—\$500,000.00
Unimpaired Aggregate—\$500,000.00

Comprehensive Automobile Liability - Including non-ownership, hired and owned vehicle coverage:

Bodily Damage Each Person—\$250,000.00
Each Occurrence—\$500,000.00
Property Damage Each Occurrence—\$250,000.00

- (b.) Owner's Insurance: Carry and pay for Owner's Protective Liability Insurance in the same amounts as specified above for the Contractor's General Liability. Name the Architect, Engineers, and Consultants as additional insured if applicable.
- (c.) Comprehensive Catastrophic Liability: excess over the above liability policies in the amount of \$2,000,000.00 each occurrence. (Combined Limit)

D. Procedure for Processing Orders

- (1) Purchase orders are issued by participating agencies to the Contractor. The purchase orders are sent to TexBuy where they are reviewed and edited by TexBuy and forwarded to the Contractor within one working day.
- (2) "Automated contracts" may be negotiated with TexBuy that provide for purchase orders to be sent directly to the Contractor with reports of usage submitted periodically to TexBuy.
- (3) Contractors deliver goods/services directly to the participating agency and then invoice the participating agency. The Contractor receives payment directly from the participating agency.
- (4) TexBuy will invoice the Contractor on a monthly basis for the 2% participation fee. The invoice will be based on total sales made through the TexBuy contract with the Contractor. The Contractor shall remit payment to TexBuy at net thirty-day (30) terms.

E. Members Purchasing Under the Agency

TexBuy is operated by Region 16 Education Service Center, Amarillo, Texas and is available for use by all public and private schools, colleges, universities, cities, counties and other government agencies in the State of Texas.

22. Virginia, Fairfax County Public Schools

A. Additional Agency Terms and Conditions that apply to all categories

AUTHORITY-The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned Buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

NOTE: Fairfax County does not discriminate against faith-based organizations, in accordance with the *Code of Virginia*, § 2.2-4343.1, or against a Bidder or Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

GENERAL

1. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BIDDER/BIDDER: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "Bidder" will be used throughout this document and shall be construed to mean "Bidder" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

SERVICES: Any work performed by an independent Contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

STATE: Commonwealth of Virginia.

2. **FUNDING**-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.
3. **CONTRACT ALTERATIONS**-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.
4. **SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS**-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.
5. **NEW GOODS, FRESH STOCK**-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.
6. **INSPECTION-ACCEPTANCE**-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.
7. **DELIVERY/SERVICE FAILURES**-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make

replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

8. **GUARANTEES & WARRANTIES**-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
9. **INSPECTIONS**-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
10. **POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
11. **ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
12. **TERMINATION OF CONTRACTS**-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
 - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
13. **TERMINATION FOR CONVENIENCE**-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
14. **TERMINATION OF CONTRACT FOR CAUSE**-
 - a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
 - b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

- 15. CHANGES**-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.
No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.
- 16. GENERAL GUARANTY**-Contractor agrees to:
- Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
 - Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other Contractors, for which his or her workers are responsible.
 - Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
 - Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.
- 17. SERVICE CONTRACT GUARANTY**-Contractor agrees to:
- Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
 - Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
 - All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
 - Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.
- 18. INDEMNIFICATION**-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the Subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.
- 19. NON-DISCRIMINATION**-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each Subcontractor or vendor.
 - e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.
- 20. DRUG FREE WORKPLACE**-During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 21. OFFICIALS NOT TO BENEFIT**-
- a. Each Bidder or Bidder shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
 - b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
 - c. In the event the Bidder or Bidder has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Bidder or Bidder shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.
- 22. LICENSE REQUIREMENT**-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit:

http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

- 23. REGISTERING OF CORPORATIONS**-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.
- 24. COVENANT AGAINST CONTINGENT FEES**-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 25. OFFICE OF SMALL BUSINESS-**
- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
 - b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.
 - c. As used in this contract the term "small business" means a corporation, partnership, or sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees, or less than \$1,000,000 in annual receipts.
 - d. As used in this contract, the term "minority business" means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women regardless of race or ethnicity; and persons with a physical impairment that substantially limits one or more of the major life activities of such individuals, a record of such impairment, or who are regarded as having such an impairment.
 - e. Contractors may rely on oral or written representations by Subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
 - f. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

PAYMENTS

- 26. TAX EXEMPTION**-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a Bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.
- 27. PAYMENT**-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

- 28. PARTIAL PAYMENTS-**Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
- 29. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-**When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

REMEDIES

30. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The Contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

31. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

32. LEGAL ACTION-No Bidder, Bidder, potential Bidder or Bidder, or Contractor shall institute any legal action until all statutory requirements have been met.

C – Member Purchasing

33. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for architectural and engineering services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement. As authorized by the United States Congress and consistent with applicable federal regulations, and provided the terms of the contract permit such purchases, any county, city, town, or school board may purchase goods and nonprofessional services from a U.S. General Services Administration contract or a contract awarded by any other agency of the U.S. government. Bidders are advised that the *resultant* contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s). Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

23. Washington, King County Directors' Association (KCDA)

(General Contracts and Construction/Public Works Projects)

A. KCDA Additional General Terms and Conditions

General Intent: KCDA may participate in all or any part of the goods and services listed in this IFB, upon completion of contracts currently in effect, whichever is deemed in the best interest of KCDA members. KCDA cannot be restricted by the successful bidder from choosing which parts of these contracts to use.

Both the Contractor and KCDA member using this Contract agree that it is the member's responsibility to perform due diligence as to the legality of their usage of this contract. In this regard, KCDA suggests that, at a minimum, Contractor and member considering such usage consult with their legal counsel before doing so.

Advertising/Marketing:

KCDA requires all vendors to develop a marketing program to include printed, web-based, e-mail, telemarketing and other methods approved by KCDA.

All promotional marketing materials must have the prior approval of KCDA before distribution and must include the KCDA logo and other contract information.

KCDA staff will work jointly with all vendors and their representatives to market the AEPA contracts to KCDA members and prospective members. Vendors may be requested to make joint presentations to KCDA or its members in either a one to one or a group setting. Some group presentations may be done in conjunction with other vendors.

Displaying exhibits at various statewide conferences are encouraged. Contractor agrees to make available KCDA supplied brochures or other promotional materials at these events. Contractor will provide KCDA with scheduled exhibit dates in advance.

Contractor agrees to insert the approved KCDA logo, web address and contact information on the Contractor's website promoting and providing a link to the KCDA website. Contractor will also provide KCDA with text, links and logos to be posted on the KCDA website.

Assignment:

Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of contractual duties to any other person, firm or corporation without the previous written consent of KCDA and any member that has an outstanding open purchase order or financing arrangement. In no case shall such assignment of Contract relieve the Contractor from obligations or change the terms of the Contract.

Cancellation/Default/Termination:

KCDA reserves the right to cancel the whole or any part of this contract due to the failure by the Contractor to carry out any obligation, term or condition of the contract. KCDA will issue written notice to the contractor for acting or failing to act in any of the following:

- The Contractor fails to adequately perform the services set forth in the contract
- The Contractor fails to make progress in the performance of the contract and/or gives KCDA reason to believe the Contractor will not or cannot perform to the requirements of the contract
- The Contractor fails to observe any of the terms and conditions of the contract
- The Contractor fails to pay any applicable administrative fees.
- The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by KCDA.

If the contract is to be terminated KCDA shall do the following:

Step 1 – Issue a warning Letter of Concern outlining the violations and length of time to correct the problem(s). Upon receipt of the letter, the Contractor shall have ten (10) business days to provide

a satisfactory response to KCDA. Failure on the part of the Contractor to address adequately all issues of concern may result in contract cancellation.

Step 2 – Issue a letter of intent to cancel the contract if the problems(s) are not resolved by the date specified.

Step 3 – Issue a letter to terminate the contract.

Compliance with Laws

In addition to any requirements set forth herein, vendor shall comply with all applicable state, federal and local laws, rules, regulations and ordinances.

Contract Amendments:

KCDA reserves the right to amend the contract resulting from state law changes or internal boilerplate changes due to state law changes. Contractors/Vendors will be sent written notification of the changes.

Employees who have been Convicted of Crimes Against Children:

The Contractor, or any subcontractors, shall not utilize any employee at a school site or allow any contact between school children and any employee when an employee has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.444 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under 9A.88 RCW, or violation of similar laws of another jurisdiction.

Contractors/Vendors who have regularly scheduled unsupervised access to children, and/or who hire employees who will have regularly scheduled unsupervised access to children, shall perform a record check through the Washington State Patrol criminal identification system under RCW 43.43.830-43.43.834, 10.97.0303 and 10.97.050, and through the Federal Bureau of Investigation before hiring the employee. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. The Contractor shall provide a copy of the record to the person applying for employment to the school location. If the Contractor or applicant has had a record check within the previous two years, the Contractor may waive the requirement. The Contractor shall determine whether the applicant or the Contractor shall pay costs associated with the record check.

In addition, pursuant to RCW 9.96A.020 and 1993 Chapter Law 71, a person is disqualified from employment by school districts, and their Contractor from hiring employees who will have regularly scheduled unsupervised access to children because of a prior guilty plea or conviction of a felony crime specified under RCW 28A.400.322, or a violation of similar laws of another jurisdiction, even if the time elapsed since the guilty plea or conviction is ten years or more.

Governing Law and Venue/Legal Litigation:

All applicable local, state and federal laws and regulations will apply to any purchases of equipment, service or public works in any of the states KCDA currently services, as well as any other non-AEPA states where members may be added to KCDA membership throughout the term of these contracts.

The laws of the State of Washington govern the Contract. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

Venue for any litigation arising out of or related to the Contract shall take place in the State of Washington.

Hazardous Materials:

If any hazardous chemicals/materials are supplied under a contract/purchase order arising out of this solicitation, a Safety Data Sheet (SDS) shall accompany the delivery of any hazardous chemicals/materials supplied by the vendor. All SDA sheets shall be sent to KCDA and the KCDA member. Any products not appropriately labeled will be refused and the vendor will be responsible for additional freight charges.

Indemnification/Hold Harmless:

The Contractor agrees to defend, indemnify and hold harmless KCDA and the member agency, and their respective officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the acts, errors or omissions in performance of this Agreement, except for injuries and damages caused by the sole negligence of KCDA or the member agency. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor, KCDA or the member agency and their respective officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. Use of this contract certifies that the waiver of immunity specified by this provision was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

Independent Contractor:

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

Minority and Women Owned Businesses:

KCDA encourages all minority and women owned businesses to participate in the bid process. Washington State law does not allow KCDA to provide any financial advantage for minority and women owned businesses who participate, however, KCDA believes that a diverse range of suppliers benefits all.

Quality of Goods:

Bidder shall bid and provide new (not used or refurbished) items only. Seller warrants all supplies, materials and equipment and services covered by a contract/purchase order with KCDA or with a KCDA member will: (a) conform to the specifications, drawings, written instructions, samples, or descriptions; (b) be of good quality and workmanship; (c) be free of defects in design, materials and workmanship; (d) be merchantable; (e) be fit for particular purposes applicable to the design, function or use of the supplies, materials and equipment.

Taxes:

The KCDA Members and Associate Members are to be taxed.

Term of Contract:

The term of the agreement shall commence on the date of the award and continue as stipulated in the General Terms and Conditions, unless terminated, canceled or extended.

Use of Tobacco on School Districts/Public Agency Premises:

RCW 28A.210.310 prohibits the use of tobacco in any form on school district property. Smoking or other use of tobacco will not be permitted at the job site.

B. Procedure for Processing Orders

Order Procedure

- After entering into an agreement with KCDA, KCDA will confirm the directions for placement of orders with the Contractor, and will post directions on the KCDA website for both Contractor and members. These directions will also be posted on each awarded Contractors/Vendors website.

- Once the award is made to the Contractor, KCDA will inform members of the contract.
- At this point the Contractor may directly contact members or the member may contact the Contractor.
- A list of members, addresses and phone numbers is available to the Contractor upon request.
- Before a Contractor may enter into business with a KCDA member, they need to verify membership through the KCDA website, which can be viewed under Membership.

Invoicing/Reporting

- KCDA will contact Contractors/Vendors about invoicing procedures.
- KCDA is funded through a service fee paid to KCDA by the participating Contractors/Vendors. The service fee percentage is based upon the total sale of goods and services, including installation, if applicable. This fee shall be reflected in all price quotations under the KCDA agreement. The service fee will be 2%. Do not print the service fee as a separate line item on the quotation.
- The Contractor will compile an electronic quarterly report listing each purchase made by participating members. Within 30 days after each quarterly period the report will be sent to the e-mail address of the KCDA Purchasing Manager, Judy Isaac jisaac@kcda.org and Director of Finance, Robert Payne rpayne@kcda.org
- These reports shall be in Microsoft Excel format and shall have file names that identify the Contractor and the quarterly period being reported. They shall include the following fields and allow for sorting on any of the fields: Date of order, name of member, item purchased, quantity, unit price, extended price, member PO #, Contractor order number.
- KCDA reserves the right to change the contact name of existing KCDA personnel administering the contract. If there are personnel changes, reports and payments will be sent to the new contact(s) specified.

C. Agencies Allowed to Purchase under KCDA

King County Director's Association (KCDA) is a member owned purchasing cooperative representing 294 Washington State school districts. In addition, KCDA provides purchasing and procurement services for more than 1,200 public agencies and political subdivisions in Washington and other states, including but not limited to Alaska, Idaho, and Montana. KCDA also provides purchasing services for accredited private K-12 schools in Washington State.

A listing of all KCDA members is available on the KCDA website, www.kcda.org.

D. KCDA Additional Terms & Conditions for Construction Products and Services

Contractor agrees that, in performance of the services required under this agreement, Contractor shall abide by all federal, state, local and Washington law and regulations that may apply to construction and public works. It is the responsibility of the Contractor to determine applicability and requirements of any such laws and to abide by them.

- **Bid Bond**
The bid must be accompanied by a bid bond using the KCDA form included in these contract provisions, issued by a surety licensed to do business in the State of Washington and made out to King Count Directors Association in an amount not less than 5% of the amount of the bid as identified in Part B, Section 4 of the solicitation. A Power of Attorney must accompany the bid bond and must appoint the surety's true and lawful attorney-in-fact to make, execute, seal and deliver the bid guarantee bond. Failure to submit the required bid security with the Bid shall render the bid non-responsive and the bid shall be rejected.
- **Public Works:**
State of Washington statute requires workers be paid prevailing wages when employed on public works projects and on public building service maintenance contracts. (RCW 39.04.010, RCW 39.12.010 and 020) It is the contractor's responsibility to be acquainted with and comply with State

regulations regarding payment of prevailing wages on public works projects. Prevailing Wages are established by the Washington State Department of Labor and Industries and can be obtained on the web at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> or by contacting Labor and Industries at 360-902-5335. KCDA serves all counties in Washington State. The County in which the project is located will be identified once a member initiates a request for the service, and the effective wage rate to be applied to a specific project is to be based on the date of this bid during the original contract term, and if contract extensions are granted, the prevailing wage rate in affect at the time of the latest extension. A copy of the applicable prevailing wage rates are also available for viewing at the office of KCDA. Upon request KCDA will mail a hard copy of the applicable prevailing wages.

Application: The Public Works Act regulates wages paid to workers, laborers and mechanics performing public work. It does not apply to work that is clerical, executive administrative or professional in nature. It does not apply to work of a secretary, engineer or administrator, unless they are performing construction work, alteration work, repair work, etc. Prevailing wage application depends on the work that is performed, regardless of the worker's job title. (RCW 39.12.020 and WAC 296-128-510 through 530)

Definition:

Public Works is all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction. (RCW 39.04.010)

Public Building Service Maintenance Contracts: Prevailing wages are also required on all public building service maintenance (janitorial) contracts. (RCW 39.12.020)

Contractors bidding a Public works project exceeding \$1,000,000.00 must declare who their HVAC, Plumbing and Electrical subcontractors will be and submit this information with bid documents in order for the bid to be responsive (RCW 39.30.060). Such projects also have special considerations pertaining to prefabricated materials (RCW 39.04.370) and use of apprentices (39.04.320).

Reciprocity: In accordance with RCW 39.04.380 any bidding process for public works in which a bid is received from a nonresident contractor from a state that provides a percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. This does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280 or other procurement exempt from competitive bidding.

- **Prevailing Wage:**
Definition: Prevailing Wage is the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers and mechanics. The rate is established by the Department of Labor and Industries for each trade and occupation employed in the performance of public work. If Federal funds are used, bidders must comply with provisions of Davis-Bacon Act.

Basic procedures: A Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be filed and approved for the contractor and all subcontractors. No payments can be made until all Contractors/Vendors have submitted an approved intent form. KCDA cannot release retainage until all Contractors/Vendors have an approved Affidavit of Wages Paid form certified by the Industrial Statistician. (RCW 39.12.030, 040, 042). Costs for filing shall be the responsibility of the Contractor. Once the work is successfully completed, KCDA will release 95% of the project cost and withhold 5% retainage for as dictated by law. The final 5% will be paid when the following is completed: acceptance of project completion to the satisfaction of the KCDA ordering member, followed by

receipt of approved Affidavit of Wages Paid Forms, Releases from Washington State Department of Labor & Industries, Employment Security Department and the Department of Revenue.

Federally Funded Projects: In addition to the Federal Requirements of Section III General Terms and Conditions, Davis-Bacon prevailing wage requirements apply to public works construction contracts of \$2000 or more when a project includes any federal funding of any amount. When there is a difference between applicable state and federal prevailing wages for a particular classification of labor, contractors and subcontractors are required to pay the higher of the two prevailing wages. Applicable federal prevailing wage determinations can be found at <http://www.wdol.gov/>. Contractors/Subcontractors must be knowledgeable and adhere to all federal prevailing wage requirements, including but not limited to paying workers weekly and providing certified weekly payrolls for the contractor and subcontractors of any tier as required in the Davis-Bacon Act and applicable U.S. Department of Labor regulations. Falsification of any prevailing wage payroll records may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code. Contractor shall inform all subcontractors of the Davis-Bacon requirements and the prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses. Contractor must coordinate all requirements related to federal funded projects with the KCDA member Agency.

- **Responsible Bidder**

Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

Low Responsible Bidder

A. State Responsibility Criteria. The Bidder must meet the following state responsibility criteria:

1. At the time of submittal of bid to AEPA, the contractor must hold a current Washington State Contractors' License in the name of the company signing the bid. Failure to have the license prior to submitting the bid is a violation of chapter 18.27 RCW and is a gross misdemeanor.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.

B. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are included in "Attachment A." The Bidder may make a written request to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be at KCDA's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening.

Subcontractor Responsibility

The contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW
5. Have an electrical contractor license, if required by Chapter 19.28 RCW;
6. Have an elevator contractor license, if required by Chapter 70.87 RCW;

- **Bonds- Payment & Performance:**

The prime Contractor shall provide a Performance and Payment Bond at 100% of the contract price to the KCDA member with a copy to KCDA before work begins. The only exception is for contracts of thirty-five thousand (\$35,000) dollars or less. In this instance, at the option of the Contractor, the member may in lieu of the bond retain fifty percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. The bond shall be issued by a surety company authorized to do business in the State of Washington and shall be on standard forms used for public projects (RCW 39.08.010) and as directed by the KCDA member.

Performance and Payment bonds for KCDA members outside Washington must be provided by companies licensed to provide bonds for public entities in the member's state.

- **Licenses:** The prime contractor shall possess and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services offered in its response to the bid solicitation. Before submitting a bid, Bidders must hold a current, valid contractor's license as required in Washington. The contractor's license must be in the name of the legal entity submitting and signing the bid. A Bidder may not substitute a contractor's license held by a subcontractor or joint venture. Bidders submitting bids in Washington State without a valid contractor's license in the name of the Bidder are in violation of RCW 18.27.010.

It is the responsibility of the prime contractor to ensure any subcontractors performing under this contract hold and maintain appropriate licenses.

The contractor shall verify that appropriate licenses are in place at the time of response to this bid. Copies of licenses must be submitted to the member prior to performing the work. The Contractor agrees to keep and ensure subcontractors keep any required license, permit or bond current and in compliance with Washington rules, regulations and statutes, as well as in states outside Washington in which contractor performs work under this contract. For work performed for any Washington State school district, public agency or municipality, the Contractor must comply with the bidder responsibility requirements of RCW 39.04.350 prior to the KCDA member awarding a contract. The contractor must verify the responsibility of all subcontractors used in accordance with RCW 39.06.020.

- **Permits:** The acquisition of all permits as well as any drawings needed to obtain those permits is the responsibility of the successful Contractor/Bidder unless otherwise acknowledged by the KCDA member.

- **Certificate of Insurance:** A certificate of insurance demonstrating current coverage of the types and amounts of insurance required by KCDA and the KCDA member must be provided to KCDA and the KCDA member prior to performance of any work. In addition, the Commercial General Liability policies must be endorsed to name KCDA and the KCDA member as additional insureds. Such policies must be further endorsed to provide that the insurance is primary as respects KCDA and the KCDA member, and that any other insurance maintained by KCDA and the KCDA member shall be excess and not contributing insurance with the Contractor's insurance. These endorsements must be provided along with the certificate of insurance. KCDA and the KCDA member must both approve the certificate of insurance and endorsements.

- **Acceptable Pricing Method:**
KCDA is unable to accept Alternative Costing Method quotations except in certain limited instances, (i.e. sole source) in which KCDA and Contractor may mutually determine the Alternative Costing Method is acceptable. This will be the exception rather than the rule. RS Means or line item bid pricing is acceptable.

- **Progress Payments:**
The Contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted Payment Requests must contain the following minimum information:
 - a. Contract Number
 - b. Bid item ID, bid quantity, unit, unit price and description as appropriate
 - c. Sales Tax as applicable
 The Payment Request will be reviewed by the Member before payment is made. If the Member is in disagreement with the Payment Request, KCDA will issue a notice requesting a revised Payment Request.

In accordance with RCW 51.12.050, KCDA reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

- **Payment Retainage:**
In accordance with RCW 60.28 a contract retainage of not to exceed five percent of the moneys earned by the contractor toward completion of a public improvement contract shall be withheld and reserved as a trust fund for the protection and payment of 1) the claims of any person arising under the contract, and 2) the state with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from such contractor. Upon completion of a contract, the member agency shall notify the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries of the completion of contracts over thirty-five thousand dollars. KCDA will issue payment on the retainage amount forty-five days after notice from the KCDA Member Agency that the contract has been accepted as complete or upon receipt of all necessary releases, whichever is later.



BID BOND

KNOW ALL BY THESE PRESENTS, That we _____
of _____

as principal, and _____

a corporation duly organized under the laws of the State of _____ and authorized to do business in the State of Washington, as surety, are held and firmly bond unto King County Directors Association in the full and penal sum of _____ for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The conditions of this bond are such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following, to wit:

Said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by King County Directors Association within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these present to be signed and sealed this _____ day of _____.

By: _____
Principal

By: _____
Surety

Title: _____

Title: _____

Date: _____

Date: _____

24. West Virginia, West Virginia Regional Education Service Agencies Cooperative Purchasing

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

1. Compliance with Laws/Forum Designation

Contractor shall comply with Federal, State, and Local Laws, Codes and Regulations while fulfilling the contract. It is the Contractor's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein. The terms of the Agreement Addendum which is attached hereto and incorporated herein shall govern and supersede any contract terms to the contrary with respect to each procurement. Contractor shall verify to the West Virginia Regional Education Service Agencies (WVRESA), its Member Agencies and other qualifying purchasers that the Contractor is complying with all Federal, State and Local Laws, Codes and Regulations while fulfilling the contract, and shall provide a copy of this contract and any addenda to each Member Agency when providing a price quotation. Moreover, this contract shall be governed by and construed in accordance with the laws of the State of West Virginia without giving effect to its principles of conflict of law. Legal proceedings arising under this contract shall be brought in a West Virginia Court of the County where the Member Agency's main office is located.

2. Delinquent Tax Affidavit

Contractor shall provide an affidavit relating to delinquent taxes as may be required by West Virginia State Code §11-12-10.

3. Secretary of State Registration

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

4. West Virginia Workers Compensation Insurance

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

5. Project Personnel, Student Safety and Background Checks

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

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

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

6. Independent Contractor

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

7. Ownership of Instruments of Service

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

8. Audit

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

9. Notices

Unless otherwise expressly provided in this contract, all notices and other communications given under the contract shall be in writing and shall be deemed effective upon receipt by the addressee at its address as set forth in the contract or at such other address as such party shall have notified the other in writing.

10. Non-Appropriation and Other Contract Terms Applicable to Member Agencies as Political Subdivisions of the State

If the Member Agency fails to appropriate sufficient monies in any fiscal year for payments due under the contract and other funds are not available for such payments, then a “Non-Appropriation” shall be deemed to have occurred. If a Non-Appropriation occurs, then Member Agency will give Contractor prompt notice of such Non-Appropriation. This contract shall thereupon terminate without penalty or expense to the Member Agency other than for goods and services already provided.

11. No Personal Liability

It is understood and agreed that under no circumstances will the Member Agency’s board members, regional council members, officers, employees, or agents be personally liable for any obligations or claims arising out of or related to the contract.

12. Price Quotation

Contractors must quote to a Member Agency the pricing listed in the current contract awarded by the Association of Educational Purchasing Agencies. Vendor will follow the procedures for price reductions to AEPA Member Agencies and Participating Entities set forth in the AEPA general terms

and conditions. The price quotation must be submitted to a Member Agency and Participating Entity in writing, and any other expenses that the Contractors intend to charge a Member Agency or Participating Entity must be separately itemized on the quotation page in bold font with a good faith estimate of the dollar amount of each item, such as use tax if applicable. The failure to list an item or include a good faith estimate of the dollar amount on the quotation page will preclude a Contractor from charging the same.

13. Miscellaneous

Headings and titles of articles, paragraphs and other subparts of this contract are for convenience of reference only and shall not be considered in interpreting the text of this contract.

This contract and any appendices constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto and all agreements or understandings with a Member Agency.

No contract amendments can be made without the approval of the AEPA membership.

B. Construction Products and Services:

For construction improvements, the following shall apply:

1. The successful Contractor shall provide such bonds required by West Virginia State Code §38-2-39.
2. Contractor shall comply with all applicable licensing requirements, including those of the West Virginia Contractor Licensing Board pursuant to West Virginia State Code §21-11-3 .

D. Procedures for Processing Orders:

The WVRESA will keep informed its Member Agencies and other qualified purchasers of contract information via web site and through other marketing strategies. A list of WVRESA Member Agencies along with addresses, phones, contacts, etc. will be made available to successful Contractors. After contracts are awarded, Contractors may contact the WVRESA Member Agencies and other qualifying purchasers concerning their products and services.

Participating Member Agencies and other qualified purchasers will submit all purchase orders directly to the Contractor.

The Contractor price shall include a two percent (2%) administrative fee that the Contractor will collect from the Member Agency or other qualified purchaser. Administrative fees are to be remitted to the WVRESA on April 15, July 15, October 15 and January 15 of every calendar year with checks payable to the RESA 2, 2001 McCoy Road, Huntington, WV 25701

The Contractor will compile a quarterly report showing all purchases made by the WVRESA Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be attached to the administrative fee remittance.

E. Agencies Allowed to Purchase under Member Agency:

All member cooperatives of the WVRESA and their individual Member Agencies are eligible to participate and purchase from the awarded AEPA contracts. All West Virginia PK-12 school districts, including Career and Technical Education Centers, Regional Education Services Agencies, West Virginia Department of Education (WVDE) and all Institutional Education Programs operated by WVDE are eligible to participate and purchase from the awarded AEPA contracts. In addition, all colleges and universities, state, municipalities, counties, other governmental agencies and non-profit agencies are eligible to participate if the AEPA contracts satisfy their individual procurement requirements.

Revised: June 6, 2016

25. Wisconsin, Cooperative Educational Service Agency (CESA) #2

A. Additional Terms and Conditions

(note: anything that is not already in Part A – General Terms and Conditions for AEPA) Terms and Conditions must be compliant with Wisconsin State Statutes 16.70 to 16.848

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

Some larger districts, like Milwaukee Public Schools, may require an additional one page “piggyback” memorandum of understanding to utilize the contract.

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

Construction contracts are subject to Wisconsin State Statutes 16.855 or 66.0901.

D. Procedure for Processing Orders

All districts directly process orders with the CESA Purchasing AEPA vendor partner unless otherwise arranged.

E. Members Purchasing Under CESA

CESA Purchasing membership is free. Membership is available to the following agencies based on WI State Statutes Chapter 116 which governs the work of WI Cooperative Educational Service Agencies: school districts, University of Wisconsin System institutions, and technical colleges. All public, private, and tribal schools, and all public and private agencies and organizations, that provide services to pupils. Please note in Wisconsin we do not require additional registration of members and define members as those defined by WI Statute 116 that guides our work.

26. Wyoming, Northeast Wyoming Board of Cooperative Educational Services (NEW BOCES)

B. Additional Terms and Conditions

Upon execution of this document, the respondent hereby agrees to submit bids and NEW BOCES agrees to accept such bids under the following conditions:

Public Works and Contracts: Vendor shall comply with any and all laws, whether local, state, federal, or otherwise, applicable to any aspect of the service or product to be provided in relation to the contract. It shall be the vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Vendor shall indemnify, defend, and hold harmless NEW BOCES for any default or breach of vendor in this regard. To the extent applicable for the product or service bid, vendor shall comply with W.S. 16-6-101 to 16-6-602 and to W.S. 21-3-110(a) (viii) (copies available upon request).

F. Procedure for Processing Orders

Upon bid award to the Contractor/vendor, NEW BOCES will inform its members and other qualifying purchasers of the contract by: 1) including the contract on the NEW BOCES website, 2) announcing the award in its periodic newsletter, and 3) publishing the contract information in a catalog disseminated to all members and other qualifying purchasers. A list of members and other qualifying purchasers, contact persons, addresses, and phone numbers will be made available to the Contractor. When a member or other qualifying purchaser identifies a product or service for procurement, they issue a purchase order for that product or service. The vendor's price shall include a one percent (1%) administrative fee that the vendor will collect from the member or other qualifying purchaser. This amount will be remitted to NEW BOCES on a quarterly basis. The vendor will compile an annual report showing all purchases made by NEW BOCES members and other qualifying purchasers under this contract at the conclusion of each calendar year.

Administrative fees will be payable to NEW BOCES on the 15th of the month succeeding each quarter and all checks are payable to NEW BOCES, 410 North Miller Avenue, Gillette, Wyoming 82716, Att: Business Manager.

C. Members Purchasing Under NEW BOCES

NEW BOCES is an educational cooperative authorized under the provisions of W.S. 21-20-101 to 21-20-111. Each of the K-12 school districts in the state is eligible to participate in NEW BOCES cooperative purchasing programs. No district is obligated to use these services but they find the benefits of economy and efficiency made possible by cooperative purchasing to be advantageous. Additional qualifying purchasers may include other public or non-profit educational institutions in the state.



AEPA IFB #017-B ROOFING & BUILDING ENVELOPE SERVICES

PART B – SPECIFICATIONS

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1. IFB Goal

- 1.1 The general goal of this IFB is to establish multi-state purchasing contracts for qualified agencies of the participating AEPA agencies located in 20 member states. AEPA state organizations serve all levels of public educational institutions, governmental agencies and non- profit organizations that have been authorized to utilize AEPA contracts accepted and awarded by the individual state agency to assist their clients in the individual states to deal with and overcome ongoing problems and issues they encounter due to the heat and assault of the sun, variations of temperatures, snow, ice and moisture. Research has shown that these conditions can result in failure if ongoing inspections and regular preventative maintenance aren't done. Likewise, due to the limited financial resources available to these clients, they are asking the various AEPA state agencies to acquire and establish cooperative purchasing contracts with highly qualified and experienced providers who have a proven track record in providing energy-efficient, cost-effective solutions that will perform within their environments, while meeting their individual facility's envelope needs.
- 1.2 It is also known that by offering roofing systems and protective coating manufacturers/distributors a multi-state opportunity to provide and install their products, they are highly motivated to partner with the best-certified local contractors and have the ability to control the correct installation of their products and embrace the responsibility and the incentive to guarantee the end results of products and

services offered. By utilizing their own crews and/or independent, licensed, authorized contractors/installers who have cooperative arrangements with them to perform work on their behalf, it creates a consistent, effective and sound procurement option for AEPA member clients.

2. IFB Intent

- 2.1 The intent of this solicitation is to award a contract to provide for the construction products and services required to meet the current and future needs of the qualified AEPA customers as understood and anticipated by the responding Offeror, as well as relating to the Manufacturer Terms, Conditions, Specifications and the line item material pricing requests outlined in this IFB. The contracted services are to meet or exceed all federal, state and industry standards and requirements as defined, established, set forth and adopted by individual governmental agencies and/or industry organizations.
- 2.2 It is further the intent of the specifications and expectations enumerated within this IFB to allow AEPA member agencies and their clients to have as an option the highest quality, most complete and comprehensive product line of roofing and coating system products and services available to meet their individual facility's needs and requirements, at cooperative purchasing volume pricing.
- 2.3 It is further the intent of the AEPA to award a contract to the best responsible Offeror(s) meeting specifications and qualifications, provided the response to the IFB has been submitted in accordance with the requirements of these procurement documents. The AEPA shall have the right to waive any informality or irregularity in any response to the IFB received and to accept the IFB which, in the group's judgment, is in its own best interest. We also reserve the right to advertise for a new IFB where the acceptance, rejection, waiving, or re-award will be based on, but not necessarily limited to, the following:
 - 2.3.1 Adherence to all requirements of the IFB specifications as proposed and defined by industry standards.
 - 2.3.2 Knowledge of the Offeror in terms of past performance of the products and services to include market place success in the AEPA states.
 - 2.3.3 Ability to service and meet or exceed the current and future needs or requirements of the AEPA member agency's clients geographically located in all 20 states as defined.
 - 2.3.4 Completeness of information provided in response to this IFB.
 - 2.3.5 Financial standing, capacity and bond rating of the Offeror. Offeror must provide both performance and payment bond as required by each member state.
 - 2.3.6 Nature and extent of company data furnished upon request of AEPA.
 - 2.3.7 Evaluation of the quality of products and services offered and proven track record.
 - 2.3.8 Overall ability of products and services offered to meet, comply and fulfill the needs and requirements of individual clients within the 20 states. Installer should have at least (3) three years of experience. Installation of the roofing systems should be by an installer that is trained and certified by the roofing manufacturer for the type of system and the warranty required.
 - 2.3.9 Value added programs and services beyond the traditional services offered that enhances and/or improves the client's ability to manage and maintain their facility envelopes throughout their life cycle.
 - 2.3.10 Ability, past performance, track record and commitment to the research and development of new technologies and products to better meet owners' needs.
 - 2.3.11 Offeror's ability to demonstrate a proven track record and past performance relating to their staff's and subcontractors' workmanship, delivery timelines, warranty work, performance over time, customers service history and satisfaction, industry awards and acknowledgements.

- 2.3.12 General reputation and experience of the Offeror and its delivery network from a national perspective.
- 2.3.13 Offeror's ability to demonstrate its new product development and testing, and the utilization of the latest technology to assess, evaluate, track and allow individual facility owners to establish and maintain adequate record keeping relating to their facility's envelopes and their operational status and conditions.
- 2.3.14 Offeror's ability to demonstrate its current and future ability, capacity, resources and willingness to market, promote and provide the individual facility owners within the 20 AEPA member states with the type and level of assistance and support required for AEPA member agencies to offer their clients a complete and comprehensive cooperative procurement option.
- 2.3.15 Offeror's ability to communicate and demonstrate it and its distribution network understanding of the types, level and quality of products and services requested, the expectations and various current and future needs and requirements of the AEPA member agency's clients.
- 2.3.16 Offeror's willingness, ability, commitment and track record in developing and operating within a collaborative and cooperative market place and entering into an AEPA-type business relationship.
- 2.3.17 Offeror's ability to provide one or more roofing systems, products and/or services to individual clients within the AEPA state participating.
- 2.3.18 Offeror's ability to certify that it carries an adequate level of professional liability insurance to protect itself and AEPA and its member agency.
- 2.4 A response to this IFB is an offer and commitment to contract with participating AEPA agencies based upon the terms, conditions, scope of work and specifications contained and referenced in this bid. The awarded Vendor will be required to deliver supplies, materials and services proposed in its response and accepted by AEPA to all qualified AEPA member agency clients as applicable to the award and in accordance with the pricing established for each state and the specific terms, conditions, construction regulations and other applicable laws that are applicable to each state. In the event that the awarded Vendor and AEPA are not able to come to an agreement with regard to an executable contract, AEPA reserves the right to recommend rejecting the awarded Vendor and making the award to the second responsive Vendor based on the 1,000 point Evaluation system or rejecting all bids.

3. Scope of Bid

- 3.1 AEPA and its member agencies are seeking nationally recognized, highly qualified and experienced roofing and protective coating manufacturers/distributors/contractors to provide asbestos-free systems, products, materials and related services. The Offeror must demonstrate through their response to this solicitation that they possess the necessary qualifications, background, experience, resources and capacity required to acquire, deliver and perform the required supplies, materials, equipment and labor to all 20 member states necessary to:
 - 3.1.1 Consult and work with individual AEPA member agency's educational institutions and other public entities (owners) to assess and evaluate their existing facilities envelope systems' current functional and operational conditions based on the most recent adopted federal, state and industry standards and specifications. Based on the assessment and evaluation results, assist the owner in determining the required action(s) needed and develop a complete and comprehensive program to maintain, repair, restore and/or replace those roofing systems and facility envelopes to a good and sound operational condition.

- 3.1.2 Assist and work with individual owners on an ongoing basis to design, develop or update existing short-term and long-term facility construction and maintenance plans to allow them to properly manage their facility assets. To implement a comprehensive construction and maintenance program to maintain existing facilities, replace those systems that are no longer maintainable and to suggest energy-efficient, well-performing and cost-effective products and systems for new facility construction.
- 3.1.3 Provide and make available the necessary resources, products and services necessary for the owner to establish and conduct a roofing and/or facility envelope project that addresses the four (4) basic ingredients of an energy-efficient, high-quality, cost-effective and functional facility envelop system.
 - 3.1.3.1 Due diligence in assessing and developing the available options with associated costs required to bring and maintain an existing facility's envelope into good condition.
 - 3.1.3.2 Careful planning and selecting of a replacement system when required to ensure that it is the most energy-efficient and cost-effective system that will meet or exceed the requirements of the project.
 - 3.1.3.3 When applicable, investigate and take into consideration new technologies, existing products and materials that will add to and improve energy efficiency and decrease absorption of solar energy and the deterioration due to climatic conditions of the area.
 - 3.1.3.4 Make available the necessary resources required to allow owners to conduct and perform ongoing inspections, have warranty work done and perform regular preventative maintenance to ensure proper care of the facility's envelope through its stated life cycle.
 - 3.1.3.5 When applicable provide masonry repair and/or solutions performed by the offeror or a qualified trained subcontractor in accordance with unit pricing offered.
- 3.1.4 Acquire the supplies, materials and services required to prepare the individual project site, to install a new envelope, to maintain and repair an existing envelope and tear off, remove and install a new envelope.
 - 3.1.4.1 Scan existing roofs using the latest technology to determine the amount and location of wet or substandard roofing components to be removed.
- 3.1.5 The owners found that within the 20 AEPA states, maintenance, operations and construction departments possess different levels of resources and capabilities to deal with facility envelope projects. AEPA is seeking Offerors who have and can make available a variety of options relating to:
 - 3.1.5.1 Offering a number of different high-quality and cost-effective manufacturers' products, materials and complete systems to meet facility and climatic conditions that exist within the 20 AEPA states.
 - 3.1.5.2 Offering a turn-key (single source) solution that includes, but is not limited to, providing all necessary design and engineering work; obtaining and delivering the required supplies, materials and equipment; and performing all of the services to prepare the site, install and complete the project's scope of work and deliver a finished product that meets or exceeds federal, state and industry standards while meeting the project's requirements.
 - 3.1.5.3 Offering those owners who possess the necessary resources and capacity to perform their own project the needed supplies, materials, equipment; technical support and assistance to properly install and complete the project; inspect and certify that the installed solution meets or exceeds industry standards and manufacturer's specifications and have a manufacturer's warranty issued for the completed project.
 - 3.1.5.4 Offering a complete and comprehensive ongoing maintenance and repair program that ensures the owner that timely and regular inspections are done; and when required, warranty and/or repairs are completed to keep and maintain the facility's envelope in good condition throughout its lifecycle. Said maintenance contract is not required to maintain the project warranty. A maintenance contract may be included as

part of a bid but can in no way affect the warranty provisions of a contract. The maintenance contract must be with an entity which is certified to do warranty work on the particular roof system that is installed.

3.1.5.5 Offering and providing the owner's staff with the training, technical support, maintenance instructions, supplies and equipment for them to properly maintain and protect their investment throughout its lifecycle.

3.1.5.6 Offering any variation of the above noted options that will allow the owner to meet its various facility envelope needs as they arise during the term of this contract.

3.2 The Offeror should note that AEPA Member Agencies prefer providers/contractors that can provide and perform the scope of work as indicated in items 3.1 above as a turn-key solution. However, it is also recognized that there are providers/contractors that specialize in only providing and installing one specific roofing system or protective coating identified herein. Responses can be made for any of the major roofing and/or protective coating systems requested herein, as long as the provider possesses the resources, ability and capacity to provide all necessary labor, supplies, materials, equipment and support services required to assess and evaluate current site conditions; design a solution, obtain and/or manufacture solution, deliver and install the solution; provide a manufacturer's warranty covering the solution installed; and provide ongoing maintenance and repair and support services as needed. Under the terms of this solicitation, AEPA reserves the right to accept or reject Offeror's responses that do not offer a comprehensive turn-key solution for the complete scope of work indicated above.

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

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

Contractor shall perform or cause to be performed with the appropriate state or federal criminal investigation entity a criminal background check of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person shall be employed by Contractor who has been found guilty of any of the criminal offenses enumerated the appropriate state governing documents without prior approval of the Member Agency.

4. Anticipated AEPA Member Agency Participation

State	Participate? Yes/No/ Undecided	Other States Member Sells In	Est. 1 st Year Purchase Volume	% Growth for Year 2-4
California		AZ,NV		
Colorado	Yes		\$ 50,000	2%
Connecticut	Yes	MA,ME,NH, NY, RI,VT	\$ 50,000	5%
Florida	Yes	AL,GA	\$ 86,988	0%
Indiana	Yes		\$ 115,000	5%
Iowa	No	IL,SD		
Kansas	Yes	OK	\$ 1,500,000	1%
Kentucky	Yes	AL,GA,LA,MS, NC,SC,TN,WV	\$ 2,000,000	5%
Massachusetts	No			
Michigan	Yes		\$ 69,522	5%
Minnesota	Yes	SD	\$ 1,450,000	30%
Missouri		AR,IL,LA,SD		
Montana	Yes	ID	\$ 50,000	5%
Nebraska	Yes		\$ 160,000	5%
New Jersey	Yes		\$ 1,000,000	3%
New Mexico				
North Dakota	Yes		\$ 100,000	15%
Ohio	Yes		\$ 9,000,000	5%
Oregon				
Pennsylvania	Yes	DE,HA, MD,NY,	\$ 40,000,000	10%
Texas	Yes		\$ 500,000	3%
Virginia	Yes		\$ 500,000	3-5%
Washington	Yes	AK,ID	\$ 7,000,000	5%
West Virginia	Yes		\$ 1,500,000	2%
Wisconsin				
Wyoming	Yes	SD,UT		2%
Total			\$63,131,510	

Please note that individual AEPA state agencies that have indicated above they would like to participate in any contract awarded under this solicitation does not guarantee or mean that the individual AEPA Member Agency will enter into a contract with any AEPA approved vendor. Each AEPA Member Agency will make that determination after reviewing vendor 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 through four (2-4). This information is provided as an aid to offerors in preparing bids only. It is not to be considered a guarantee of volume under this IFB. The successful vendor's discount and pricing schedule shall apply regardless of the volume of business under the contract.

5. Glossary of Terms

AA: Aluminum Association, Inc. (The) (703) 358-2960 www.aluminum.org

AAMA: American Architectural Manufacturers Association (847) 303-5664 www.aamanet.org

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.

ACI: American Concrete Institute (248) 848-3700 www.aci-int.org

AEPA Member Agency: A state cooperative purchasing agency recognized by AEPA to represent a specified state in contracting activities associated with this solicitation.

AEPA Member Agency Client (Facility Owner): A public educational institution or other qualifying agency authorized to use the contracts of an AEPA Member Agency.

AGCA: Associated General Contractors of America (The) (703) 548-3118 www.agc.org

AI: Asphalt Institute (859) 822-4960 www.asphaltinstitute.org

AIA: American Institute of Architects (The) (800) 242-3837 www.aia.org

Alternative Costing: If a project requires goods and services that are not covered by R.S. Means or a nationally published price list, the Offeror will be required to obtain three (3) written cost proposals from local providers, use the most advantageous cost proposal and add their normal and customary mark-up and overhead provided as part of their response to obtain the normal/retail cost. The stated AEPA discount will then be taken to arrive at the AEPA price. All products and services falling under this category must be submitted in advance and approved by the AEPA Member Agency prior to being included in any quote or proposal from the contractor. If a product or service is required that must be custom designed and manufactured to meet an individual project site's conditions and/or provide for a unique application or project, the contractor must utilize the alternative costing method described above. AEPA Members and/or their institutions reserve the right to accept or reject any third party cost proposals or quotes provided by the Offeror. If a product or service is required as part of the performance under this solicitation that can only be obtained and/or manufactured from a single source and falls under the sole source provision of some state's procurement codes, the contractor must provide the AEPA Member Agency with the necessary documentation to substantiate the purchasing method.

ANSI: American National Standards Institute (202) 293-8020 www.ansi.org

API: American Petroleum Institute (202) 682-8000 www.api.org

Approved: Defined as conveying authorization or action on the Contractor's submittals, applications, and/or Requests. The owner shall identify and establish within the contract documents who its designated representative is and the parameters of the individual's duties, responsibilities and authority.

Architectural Barriers Act: (ABA) (202) 272-0080: Accessibility Guidelines for Buildings and Facilities available from Access Board www.access-board.gov

ARMA: Asphalt Roofing Manufacturers Association (202) 207-0917 www.asphaltroofing.org

ASCE: American Society of Civil Engineers (800) 548-2723 www.asce.org

ASTM: American Society for Testing and Materials International (610) 832-9585 www.astm.org

AWCI: Association of the Wall and Ceiling Industry International (703) 534-8300 www.awci.org

BIA: Brick Industry Association (The) (703) 620-0010 www.bia.org

Bonding Requirements: Each of the AEPA member states have their own bonding requirements. It is the Offeror's responsibility to be acquainted with each state's rules, regulations, procedures and requirements relating to payment and performance bonds, and to comply with each state's requirements and the following:

1. Upon execution of a contract between an AEPA Member Agency's client and the Offeror, performance and payment bonds shall be obtained and provided to the client as required by the client and in accordance with each state's laws.
2. The Offeror shall execute a performance bond in an amount equal to one hundred percent (100%) of the price specified in the project's contract and shall be issued by a surety company authorized to do business in the individual state.

Performance bonds shall be on standard AIA forms approved by the individual states and acceptable to the owner.

3. A payment bond, in an amount equal to one hundred percent (100%) of the price specified in the project's contract, shall be issued by a surety company authorized to do business in the individual state. Payment bonds shall be on standard AIA forms approved by the individual state, acceptable to the owner and will protect all persons supplying labor, equipment and materials to the Offeror for the performance of the work provided under the project's contract.
4. The Offeror shall deliver both the performance and payment bonds to the project's owner prior to the start of the project.
5. All suits for non-payment or non-performance shall be filed as allowed under each state's law.
6. If required by the AEPA Member, the Offeror will be responsible for providing the agency with copies of all contracts and bonds in accordance with their purchasing procedures.

CIMA: Cellulose Insulation Manufacturers Association (888) 881-2462 www.cellulose.org

CISCA: Ceilings and Interior Systems Construction Association (630) 584-1919 www.cisca.org

Contract Between AEPA Members Agency's clients and the Offeror: In any contract between the Offeror and an AEPA Member Agency's client for roofing and protective coating products, systems and/or services covered by this solicitation, the terms and conditions listed herein will prevail. A contract between the Offeror and the client for any construction services shall contain all elements of an industry standard agreement.

If applicable, the following items may need to be addressed:

1. Work to be performed by the AEPA Member's client must be clearly described and the Offeror's standards and criteria for acceptance stated.
2. The condition of the site prior to start of work by the Offeror will be established and agreed upon prior to contract execution.
3. The party responsible for obtaining, providing and paying for temporary utility service, such as power, water and other related items, must be identified and agreed upon by all parties prior to contract execution.
4. The space and/or facilities directly under, above, in, near or involved as part of the client's/owner's project that may be impacted by the work. The contractor, prior to the start of any work, shall communicate and advise the project owner's or other property owner's representative of any hazardous conditions, possible interruptions and/or interference with their associated implications that may occur during their day-to-day operations, and to allow the facility owner's/other property owner's representative to understand, address, voice any concerns, resolve any issues and provide written acknowledgement and approval of such conditions and/or interruptions as they may exist or occur.
5. Access to the construction space will be limited to the way agreed upon by the parties.
6. When loading, unloading or operating equipment near an unprotected owner used area, the Contractor will keep an employee as a guard to prevent students and adults from entering.
7. Change orders are to be avoided, if possible, since they often indicate poor planning. A mutually agreed upon system for establishing, communicating and approving changes must be identified and agreed to, including changes in scope and changes in compensation for the Contractor. Because of cost, safety and scheduling considerations, the ability to make field change orders needs to be permitted, and mutually agreed upon paperwork to document these changes, must be allowed. A change order that increases the contract amount in excess of

Five Thousand Dollars (\$5,000) or five percent (5%) of the contract amount, whichever is greater, must be approved, in writing, by the governing authority.

Contract Between Owner, Buyer and Contractor: An AEPA Member Agency may require an agreement between the AEPA Member Agency's client (Owner), AEPA Member Agency (Buyer) and the AEPA Contractor for the procurement of goods and services in the construction and professional services areas. Such agreement shall be signed by all parties and is utilized to communicate each party's role, duties, and responsibilities and the terms, conditions, specifications and timelines which will govern the individual project, and ascertain that the project is being conducted and performed in accordance of this IFB.

Contracting AEPA Member Agency: An AEPA Member Agency that enters into a contract as a result of this solicitation.

Contracting Agency/Client: Refer to AEPA Member Agency's Client (Facility Owner)

Contractor: An awardee of any contract from the Prime Contractor, to do work for a Member Agency's Client.

Contractor's License: Each of the 20 states covered by this solicitation has its own state licensing qualifications, requirements and processes. The Offeror/Contractor is responsible for knowing and understanding each state's requirements and codes. At the time of response, the Offeror and its subcontractors must be able to comply with all licensing and other contractor's requirements. For those states where licenses are required, a copy of the appropriate licenses authorizing the Offeror to undertake or purport to undertake, supervise, subcontract others, to construct or to provide services and materials described herein, shall be included with its response. If the Offeror intends to subcontract with other qualified distributors, dealers or firms, the subcontractors must be listed and copies of their licenses shall be submitted by the Offeror with its response. All required licenses will be kept current and in compliance with the rules and regulations of each state's regulatory agency.

Cost Proposal: Documents prepared based on the awarded Offeror's response to this solicitation, issued to a AEPA Member Agency's client in response to a request to have the Contractor inspect, assess, obtain, deliver, install, renovate, replace, maintain and/or provide technical/support services relating to facilities' roofing system or envelope with all of the associated terms, conditions, specifications and costs.

CPSC: Consumer Product Safety Commission

CSI: Construction Specifications Institute (The) (800) 689-2900 www.csinet.org

CSPE: Chlorosulfonated Polyethylene, also known as Hypalon

Drawings and Specifications: Architect/engineer blueprints/project drawings and project manuals laying out, describing and specifying the project's scope of work and performance standards and requirements.

Evaluation Factors: To qualify as a responsive Offeror, the response must be responsive and materially satisfy all mandatory requirements identified throughout this solicitation. To be considered responsive, a response must reasonably and substantially conform to all of the specified requirements within each section of this solicitation in the judgment of the AEPA evaluation committee. Therefore, the Offerors should take note that AEPA reserves the right to assign any penalties it considers warranted due to the Offeror's failure to comply with the terms, conditions or specifications contained herein. Any requirements and/or specifications the Offeror considers particularly unwarranted, unreasonable or unacceptable, and to which the Offeror would take significant exception in its response, should be clearly stated in the bid response as exceptions or deviations. Offeror's required responses for evaluation purposes are "yes" responsive or "no" non-responsive. Cost evaluation will be based on a point system, with points being awarded for being low to high bidder for each cost

evaluation item; that is, item cost including labor, materials, equipment, overhead and profit, mileage charge, per diem rate, travel time, etc. If an Offeror fails to enter an amount on an item within a section that is required, AEPA will allot zero (0) points to that item, and, if awarded, a contract, cannot be used in a Contractor's cost proposal to provide their products or services. The low bidder will receive the full point value and all other bidders will receive points calculated as follows: **(Lowest Bid / Other Bid) x point value**

EJMA: Expansion Joint Manufacturers Association, Inc. (914) 332-0040 www.ejma.org

EPA: Environmental Protection Agency (800) 887-6063 www.epa.gov

Federal Regulations and Codes – Title 40 – National emission standards for hazardous materials and asbestos abatement projects, worker protection, asbestos-containing materials in schools.

Federal Requirements: Contractor agrees, when working on any federally assisted projects with more than Twenty Thousand Dollars (\$20,000) in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, and the Equal Opportunity Employment requirements of Executive Order

11375. In such projects, the Contractor agrees to post wage rates at the work site and comply with all reporting requirements. The Contractor shall provide AEPA with a copy of any required report filed. In addition, to comply with the Copeland Act, the contractor must keep records for three (3) years, and allow the federal grantor agency access to these records upon demand. All federally assisted contracts to AEPA Members that exceed Ten Thousand Dollars (\$10,000) may be terminated by the federal grantee for non-compliance by the Contractor. In projects that are not federally funded, Offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this contract.

FRSA: Florida Roofing, Sheet Metal and Air Conditioning Contractors Association, Inc. (407) 671-3772 www.floridarooft.com

FSA: Fluid Sealing Association (610) 971-4850 www.fluidsealing.com

Furnish: Supply and deliver to project site, ready for unloading, unpacking, assembly, installation, and similar operations.

GA: Gypsum Association (202) 289-5440 www.gypsum.org

GS: Green Seal (202) 872-6400 www.greenseal.org

GSI: Geosynthetic Institute (formerly GRI) (610) 522-8440 www.geosynthetic-institute.org

HEPA: A term used to identify materials, equipment and regulations that relate to hazardous materials, processes, procedures and standards governed and controlled by EPA.

HPVA: Hardwood, Plywood and Veneer Association (703) 435-2900 www.hpva.org

HVAC System: An EPA approved vacuum system

ICRI: International Concrete Repair Institute, Inc. (847) 827-0830 www.icri.org

Individual Project Contract Documents: Should consist of the construction contract, conditions of the contract, drawings (if required) and specifications defining the scope of work, product specifications, delivery timelines, etc. These should be issued prior to signing the construction contract and/or prior to issuing a purchase order.

Install: Operations at project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, and protecting, cleaning, and similar operations.

International Conference of Building Officials Uniform Building Code: A set of guidelines, standards and best practices relating to the various trades involved in building construction.

ISO: International Organization for Standardization www.iso.ch Available from ANSI (202) 293-8020 www.ansi.org

ISO 9000/9001: International Standards Organization Quality Standards

Manufacturer's Representative: Dealers, distributors or installers submitting a response to this solicitation for products requested herein or as a manufacturer's representative must include with their response documented evidence from and between them and the product's/system's manufacturer certifying that the Offeror is a bona fide manufacturer's agent for the specific products and services proposed; the Offeror is qualified and experienced to assess existing conditions, develop and submit manufacturer acceptable solutions for the product lines offered; the product/system manufacturer will agree and commit to support, review and issue their guarantee on the work performed and products provided; and the Offeror has a good track record with their product. Should the Offeror fail to satisfactorily fulfill any obligations established as a result of completing a project using their products/systems under contract as a result of this solicitation, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide representatives for the balance of the obligations.

Material Costs: Costs for materials, including taxes, delivery, handling, storage, and waste.

MHIA: Material Handling Industry of America (800) 345-1815 www.mhia.org

MTVR: Moisture Vapor Transmission Rate

NAAMM: National Association of Architectural Metal Manufacturers (312) 332-0405 www.naamm.org

NACE: National Association of Corrosion Engineers International) (281) 228-6200 www.nace.org

NAIMA: North American Insulation Manufacturers Association (703) 684-0084,

NBFU: National Board of Fire Underwriters

NCMA: National Concrete Masonry Association (703) 713-1900 www.ncma.org/

NRCA: National Roofing Contractors Association (800) 323-9545 www.nrca.net

NFPA: National Fire Protection Association (800) 344-3555

NLGA: National Lumber Grades Authority (604) 524-2393

NSSGA: National Stone, Sand & Gravel Association (800) 342-1415 www.nsf.org

NTRMA: National Tile Roofing Manufacturers Association (Now TRI)

PDI: Plumbing & Drainage Institute (800) 589-8956 www.pdionline.org

Offeror/Contractor: Individual or entity submitting a response to this solicitation and awarded a contract to provide goods and services to AEPA Members and their clients based on the specifications and requirements of this solicitation.

Offeror's Price List: For the purpose of this solicitation, the Offeror's price lists shall consist of the cost evaluation submittal form and the manufacturer's/distributor's published price lists that clearly state and identify all products and services offered with the Offeror's discount to be applied to each to determine the AEPA price, and, because the scope of works covered by this solicitation may require site preparation or other non-roofing construction related products and services to be provided as part of completing the proposed project, the AEPA Members have selected "R.S. Means", a nationally accepted costing method, to be used to determine the cost of those items not covered by the established published price list and/or the alternative method of costing.

Owner's Representative: An individual identified by the client/owner as contact person for the individual project. Owner's representative has authority to make decisions and to authorize any actions as defined for the project.

Performance Specification: Specifies the subsequent performance of completed construction work rather than prescribing how the work shall be constructed and installed.

Prime Contractor: Any firm, business and/or individual(s) who submits a response to this IFB and is awarded a contract. The Contractor will be considered a prime contractor to AEPA, and AEPA will not enter into any agreements with a subcontractor. Any

Contractor paid directly by AEPA Member Agency's clients is a prime contractor. Any subcontractor performing under this IFB is contracted and paid by the prime contractor. Prime contractors using subcontractors must be willing, able and capable of obtaining, supervising and being responsible for any subcontractors required to perform and/or provide products and services offered herein.

Project Site: Space available for performing construction activities. The extent of project site is shown on drawings and may or may not be identical with the description of the land on which project is to be completed.

Provide: Furnish and install, complete and ready for the intended use.

Qualifications: Includes any and all skills, knowledge, capacities, capabilities, experience, financial stability, available human and physical resources, historical background, past and present performance, properly licensed to perform and provide products within the 20 AEPA member states, and the proposed products/services meet or exceed specifications specified herein and proposed pricing complies with state and local requirements. The evaluation of a respondent's qualifications shall be done in accordance with the criteria set forth herein, and the most recent edition of any relevant regulation, standard, document or code that shall be in effect. Where conflict among the requirements or with these specifications exists, the most stringent requirement shall be utilized.

R.S. Means Quotations/Proposals: When providing R.S. Means costs as part of a project's proposal, the following items apply:

1. Contractor must use the current year and standard cost data. Only the following cost data titles will be accepted:
 - a. Repair and Remodeling Cost Data
 - b. Building Construction Cost Data
 - c. Facility Construction Cost Data
2. All work proposed under R.S. Means must use R.S. Means format, even if subcontractors are used. Subcontractor's invoices must tie to the R.S. Means spreadsheet.
3. An R.S. Means spreadsheet must be submitted to substantiate the quote given to the AEPA Member Agency. The spreadsheet columns must reveal the full R.S. Means number and a sufficient amount of the description. This also applies to any change orders.
4. Pricing must be done by Location Codes. National Average will not be allowed. In order to choose the "closest" location code, the first three (3) numbers of the zip code will be used to determine the city location index in each state.
5. The AEPA contract holder factor, AEPA discount, bonding cost, and sales taxes if applicable, must be shown as separate line items at the bottom of the R.S. Means spreadsheet. This information can be shown on a separate summary sheet. The summary sheet must start with the R.S. Means spreadsheet total and show the detail for each of the items stated above. This detail will be provided to each AEPA State Agency and AEPA Customer as required.
6. All change orders which list items covered by R.S. Means must be supported by an R.S. Means spreadsheet with the level of detail that meets the requirements of the AEPA Member Agency.

Regulations: Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the work.

SDI: Steel Deck Institute (847) 458-4647 www.sdi.org

Shop Drawings: Drawings made for production purposes by persons other than a designer.

SMACNA: Sheet Metal and Air Conditioning Contractors National Association

Specifications: Written descriptions of work, materials, or equipment that complements the construction drawings.

SPFA: Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) (800) 523-6154 www.sprayfoam.org

SPRI: Single Ply Roofing Industry (781) 647-7026 www.spri.org

State Wage Rates: Some of the AEPA member's states have and require the Contractors pay prevailing wage rates as required by their respective state labor statutes. It is the Offeror's responsibility to be acquainted with those state's Department of Labor rules, regulations, procedures and requirements relating to state wage rates, and to comply with state and federal regulations regarding payment of wages on public projects. The prime contractor and any subcontractors shall pay all tradesmen and laborers employed on the site of the project, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

Subassembly: A prefabricated ceiling, roof, roofing system or similar combination of roofing components.

SWA: Structural Welding Code

SWRI: Sealant, Waterproofing, & Restoration Institute (816) 472-7974 www.swrionline.org

TRI: Tile Roofing Institute (Formerly: RTI - Roof Tile Institute) (312) 670-4177 www.tilerroofing.org

UBC: Uniform Building Codes

UL: Underwriters Laboratories Inc. (877) 854-3577 www.ul.com

Unit Cost: An average cost per unit calculated by dividing total costs of the item by the measured quantity of units. Unit costs may include material costs, labor costs, plant and equipment costs, overhead costs, job and operating costs and profit. The content of the unit costs must be made clear. An item may have separate unit costs for materials and labor.

Unit Price: Similar to a unit cost, but usually consisting of all direct costs and some or all indirect costs.

USGBC: U.S. Green Building Council (202) 828-7422 www.usgbc.org

Value Engineering: Comparison and economic evaluation of alternate construction methods for a given project.

Waste Construction Material: That is extra to the actual net quantity required by the work, but that is nevertheless required by or used in performing the work, or is somehow lost as a result of doing the work, and therefore contributes to the material cost.

6. Special Terms and Conditions

BID BOND: A bid bond is required to be submitted in the amount of \$25,000.00. It will be returned within 10 days of the award to vendors not receiving the award.

6.1 By responding to this solicitation, the Offeror agrees to and will be solely responsible for doing the research to ascertain that its solutions offered and provided meet or exceed all federal, state, local and industry regulations, rules, standards and/or requirements.

6.2 Applicability of industry standards: unless the individual project contract documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the project's contract documents to the extent referenced. Such standards are made a part of this bid by reference provided under the definitions above.

6.2.1 Publication Dates: Comply with standards in effect as of date of the individual project's contract documents unless otherwise indicated.

6.2.2 The Contractor and any subcontractors engaged in a construction project covered by this bid must be familiar with industry standards applicable to the construction activity being performed. Copies of applicable standards are not provided as part of this solicitation and, when copies of standards are needed to perform a required construction activity, they may be directly obtained from the governing agency, organization or publication source as identified herein.

- 6.3 Where abbreviations and acronyms for standards and regulations are used in this bid or within individual project's specifications or other contract documents, they shall indicate the recognized name of the organizations/agencies responsible for the standards and regulations and the full names, telephone numbers and websites.
- 6.4 The successful Offeror must abide by and ensure that any subcontractor abides by all applicable federal, state, and local laws, codes, and ordinances governing any area(s) in which any products and/or services covered by this solicitation are rendered and must have all required permits, licenses, agreements, tariffs, bonding and insurance required by same. No claims for additional payment will be approved for changes required to comply with any such requirements once a project contract is executed.
- 6.5 The successful Offeror must provide AEPA Members and their clients the benefit of all general price reductions extended to its other customers at any time during the original term of this contract or any extension thereof. Likewise, the Contractor may during the annual contract renewal process, submit to AEPA any additional products, technologies or services that may become available, fall under and are covered by this solicitation's scope of work and relate to the contracted award. The R.S. Means costs shall be adjusted when the new updates (usually January 1st of each year) become available or R.S. Means issues an update based on current market conditions. During the annual contract renewal process, the Contractor may submit and request price adjustments to their adopted published price lists. However it should be noted, due to the fact that raw materials that are required to produce and install the roofing and protective coating systems covered by this solicitation are natural resource (petroleum/chemical/metal) based and the current economic conditions and the market place for these resources are in a volatile state, AEPA will allow the Contractor to request a price adjustment outside the normal contract renewal process only if it can be demonstrated and documented that on a national basis the natural resources (raw materials) utilized have experienced a significant cost increase since the contract was awarded or the last contract renewal was approved. Such events will be industry wide and cause all related product prices to be effected. All price adjustment requests must be in writing and submitted to the oversight committee chairman who has been designated by AEPA for that solicitation/category. The oversight committee will perform the due diligence required, make a recommendation and submit it to the AEPA board of directors for their approval/disapproval. If approved, the Contractor will provide each AEPA Member Agency with revised price lists with which they will assist the Contractor in notifying its clients. In the event of a decrease in the prevailing contract price, the oversight committee may approve the change and it will become effective immediately upon notification.
- 6.6 If the Offeror intends to utilize independent agents/distributors, subcontractors and/or third- party agents to perform and/or provide any part of the products and services offered herein, the Offeror must ensure that prices from these parties are in accordance with the terms, conditions and pricing schedules submitted and approved by AEPA. Installer should have at least (3) three years of experience. Installation of the roofing systems should be by an installer that is trained and certified by the roofing manufacturer for the type of system and the warranty required.
- 6.7 If additional and optional products and services are proposed, they must be clearly identified and must include detailed descriptions, and specifications with their associated costs.
- 6.8 New products and services must only be offered and made available under this solicitation when they have been extensively tested and proven to be reliable, suitable and appropriate for use on, within, and around educational facilities and other public facilities. Detailed information, results and performance history shall be provided to

- allow the Members and their clients to make an informed decision on accepting the product/service as part of this contract and for use in individual client's projects.
- 6.9 The Offeror must have the resources necessary to offer and deliver suitable and comprehensive training and maintenance support programs to assist and allow AEPA Members' clients within the 20 AEPA states to properly and successfully inspect, monitor, maintain and manage their roofing and/or envelope systems throughout its stated life cycle. The programs offered must be appropriate for the client's staff that will be responsible for overseeing work being performed and monitoring the roofing and envelope systems' conditions on an ongoing basis. The Offeror must provide documentation that proves these resources and programs do exist and have been successfully delivered on a national basis. If there are associated costs, terms, and conditions and stipulations relating to these programs offered, they must be clearly identified and stated within the Offeror's response.
- 6.10 In its' response, the Offeror must demonstrate and present paperwork to communicate its ability to adhere to, utilize and ensure the following:
- 6.10.1 For any state who is awarded a contract related to this IFB, the Contractor must hold and maintain a current and valid contractor's/trade license(s), as required, that allows the Contractor to supervise others, to construct, alter, repair, add to, subtract from, improve, move, wreck, or demolish any roofing/envelope system and/or related structures covered by this solicitation and found within those states that have such requirements.
- 6.10.2 The Contractor will ensure that all individuals, firms or subcontractors being used to perform or supervise work performed and materials and equipment installed under this contract are highly qualified, experienced and hold a current contractor's/trade license(s), as may be required by those individual AEPA states. All subcontractors to be used for each individual project performed under this contract must be clearly identified and a list submitted with the name, address, trade or type of work, contractor's/trade license number, if applicable, and their federal ID number.
- 6.10.3 Upon request by an AEPA Member Agency's local agency/client/owner, the Contractor shall schedule a meeting with the owner to ascertain and develop a comprehensive and complete understanding of the scope of work being requested by the owner. The Contractor shall conduct and perform a site investigation to learn existing site conditions in order to provide additional products and/or services necessary to properly complete the project in accordance with the project's contract documents.
- 6.10.4 Any contract awarded as a result of this IFB between an individual owner and the Contractor shall include of a detailed scope of work (a description of the work to be performed and the products to be provided by the Contractor) and will include all specifications, drawings, Contractor's cost proposal and other project related documents. All applicable industry standards, manufacturer's instructions and requirements, technical specifications and general conditions, federal, state and local codes around which the contract is made shall be included, as if they were physically part of the contract documents.
- 6.10.5 A schedule for performance of work that can be met without planned overtime is the responsibility of the Contractor, unless otherwise requested by the owner.
- 6.10.6 Terms for what constitutes project completion and acceptance by the owner and taking title to work finished must be clearly identified, described and agreed upon and made a part of any contract. If any part of the construction requires the owner to assume control before the completion, this needs to be defined with all of the agreed-to terms, conditions and stipulations. Both parties must agree on the definition of what constitutes total acceptance of the project, and it must be accomplished before final payment is

- made to the Contractor. Upon completion of the project, the worksite will be left in a condition equal to or better than before the project.
- 6.10.7 Upon completion of work related to any contract awarded as a result of this solicitation, the Contractor will present the owner with all documents necessary to close out the project, including, but not limited to, instructions/procedures on conducting regular inspections and performing preventative maintenance, complete sets of "as built" project drawings if applicable, and executed manufacturer's warranty documents for the roofing or envelope coating system installed.
- 6.10.8 Up to and beyond the normal manufacturer's warranty, the prime contractor must warrant the work performed, and materials and related fixtures involved with the installation for a period of not less than two (2) years from date of acceptance against defects and poor workmanship. Even if final payment is made, if the owner discovers an unfinished and/or improperly installed component, defect or poor workmanship that should have been identified and noted during the final inspection, the Contractor will complete the work in a timely fashion at no additional cost to the owner.
- 6.10.9 The Contractor/manufacturer may offer extended warranties or maintenance agreements at an additional cost to the owners. The maintenance contract must be offered as a separate line item.
- 6.10.10 The Offeror must provide written response specifications. By responding to the "Indefinite Quantity Unit Price Schedule", you are agreeing to the specifications as written for each item to which you provide a price. If the specification asks for some supporting document, describe where it can be found in your submission. If you meet the specification in an alternative fashion, describe how your solution is equal or better. If a procedure is involved, write "agreed" or describe the procedure you will follow that will result in the ability to accomplish the work in an equal or superior fashion. You must respond to all items, either by pricing or by reference. If you will not or are not able to accomplish a given specification, indicate a NO BID for that specification. Only items priced can be invoiced to an agency member.
- 6.11 If the Offeror submitting a response to this solicitation to provide roofing systems, envelope protective coatings and other related products and services is not a manufacturer, then the Offeror must provide written documentation between it and the manufacturer indicating that the product manufacturer(s), for the purpose of this solicitation, is aware of the Offeror's intent to offer the manufacturer's product line(s) and both parties are jointly committed to and are aware of the terms, conditions and stipulations in this IFB. The manufacturer acknowledges and agrees to and will stand behind the Offeror's/Contractor's performance under this IFB. Failure of non-manufacturers to submit sufficient documentation to meet this requirement can result in a non-responsive bid.
- 6.12 Bid Bond requirements**
- 6.12.1 Acceptable bid security in the amount of Twenty-Five Thousand Dollars (\$25,000) must be provided with the submission of the initial offer and will be a one time bid bond underwritten by a surety company licensed to issue bid bonds in the state of Pennsylvania. The bid bond will apply only to the solicitation and contract award process.
- 6.12.2 The Offeror must agree to keep the basic bid security active for six (6) months or for the term of the solicitation and contract award process with those AEPA Member State Agencies who desire to enter into a contract with the Contractor.
- 6.13 Retainage and progress payments: NOTE: Different AEPA states have their own statutes, rules and/or regulations that govern the way in which retainage and progress payments are handled and, therefore, the prime contractor must make themselves aware of and comply with all such rules, regulations and laws. If such laws are not in place that differ from these below, those rules and statutes will be read as if included.

- 6.13.1 Ten percent (10%) of all contract payments shall be retained by the project's owner as insurance of proper performance of the prime contractor. Prime contractor agrees to identify the amount to be retained on project invoices for each progress payment.
- 6.13.2 When fifty percent (50%) of the work for any contract related to this solicitation is completed, one half of the amount retained shall be paid to the prime contractor if the prime contractor requests payment and if the owner is satisfied with the progress of the work.
- 6.13.3 After the work is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payment shall be retained, unless the owner of the project makes a written determination indicating and justifying satisfactory progress has not being made, at which point the ten percent (10%) retention shall be reinstated.
- 6.13.4 If the project owner and the prime contractor agree to a substitute security, the agreement must be in full compliance with state law. If a substitute security is agreed to, the prime contractor must provide the owner with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against AEPA, the member, or the prime contractor in relationship to the security assigned.
- 6.14 Progress payments may be made by the client/owner to the prime contractor on the basis of a duly certified and approved estimate of work performed during the preceding agreed to period. The prime contractor must agree to pay any subcontractors or material suppliers within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties. The prime contractor agrees to follow all the relevant rules for progress payments; any interest due a subcontractor or material supplier will be paid by the prime contractor as authorized by law. A prime contractor may elect to invoice the entire work upon completion and pay subcontractors in a timely fashion as agreed between the subcontractors and the prime contractor.
- 6.14.1 The prime contractor, as part of its project's cost proposal, will provide a detailed schedule of values that breaks out by line item the products being provided and the services being performed with their associated costs.
- 6.14.2 Based on the project's timetable for completion, the prime contractor and project's owner will agree upon a schedule of progress payments based on identifiable milestones.

7. General Requirements

- 7.1 All roof systems must meet the regulatory requirements of the Uniform Building Code, all applicable state and local codes for public buildings, including, but not limited to, UL 790, Class A, and FM Class I, I-90 Fastening Standards. The prime contractor awarded a contract will comply with the latest, most stringent industry-standard construction details published by the National Roofing Contractors Association's "**The NRCA Roofing and Waterproofing Manual**," 5th edition. (NRCA, 10255 W. Higgins road, Suite 600, Rosemont, IL 60018 || 847-299-9070 || Fax 847-299-1183). Any deviations, such as the use of proprietary designs of the prime contractor or special construction for regional climatic conditions, must be identified in this solicitation and must be the prime contractor's best and most stringent assemblies. Except for roofs placed on temporary buildings, all designs related to this IFB shall be for systems with a life of 20 or more years. If the manufacturer will not warranty the design for 15 or more years, the design will not be placed on contract. The exception for this is a roof specifically designed for a 5-7 year period. The purpose for allowing a "Limited Facility Life Solution" is in the event a building is scheduled for demolition and total building replacement. The Vendor must indicate and reference this as a short term, limited life roofing system in the line

item. Also, the Vendor must specifically define the warranty period as a line item or condition of this type of roof application. The overall goal and intent of this IFB effort is to furnish and install and repair the full envelope of **Roofing Related Services** as indicated on the specific and individual customer project drawings and to include as described herein. **The specifications herein are a general guide and minimum requirement to the scope of the type of projects desired by AEPA Member Agencies and their clients/owners.** Individual specifications may require additional and expanded services and construction to meet individual needs. The awarded vendor must anticipate those expanded services and allow for those services and materials to be a part of the bid response. The intent of this bid is to award a contract to provide for the construction to meet the current and future needs of the clients/owners of AEPA Member Agencies. The contracted services are to meet or exceed all industry standards and requirements as defined, established and set forth by accepted industry standards. The service and distribution area is to have the potential to serve the total geographic area of all 20 AEPA states as defined. **Consideration will be given in the award based on the completion and degree of information provided regarding available services and advantages, as well as applicable parts of the Vendor Information and questionnaire. An opportunity to submit value added and expanded services as it applies to this IFB will be given positive consideration in the award selection. Consideration will be given regarding technological advances to provide services beyond today's standard methods. The opportunity to indicate value added dimensions and technological advancement will be available in the questionnaire and line-item sections of this IFB.**

- 7.2 Over time, research and development by roofing manufacturers and roofing consultants feedback on the performance of the various roofing systems found within the public market place have stated that over fifty percent of post-construction problems in buildings can be attributed to roofing systems. It is often said that a building is as good as its roof. The heat and assault of the sun in much of the United States doom many roofs to early failure; in northern states, snow and cold weather can be just as damaging. Thousands of years of construction history have not resulted in a perfect roof; weather and time seem to doom roofs and, therefore, AEPA is seeking high-performing and well-tested roofing systems (products and materials) that have a proven track record for withstanding the above-noted conditions that can doom a roofing system to early failure.

Due to the above research and the past experience of AEPA Member Agencies and their clients/owners in dealing with roofing systems, they have determined that it is critical and essential to any contracts approved and awarded by its members under this IFB that the roofing systems', products' and materials' manufacturer(s) be willing and able to acknowledge, commit to and support the design of; product and material manufacturing and delivery; installation; final inspection of the solution provided; issuance of warranties and the maintaining of the roofing system throughout its stated lifecycle. It is also a known fact that when the manufacturer has such involvement, it ensures and results in AEPA Member Agencies and their clients receiving the most cost-effective pricing of the products and services, and the quality control and accountability of the end product meeting and exceeding the expectations and the needs of the clients is greater. The manufacturer ensures that the local roofing contractor/installer is highly qualified, factory trained and certified and has a proven track record with the products, materials and systems being installed.

- 7.3 Except for roofs placed on temporary buildings, all designs in this IFB shall be for systems with a life of 20 or more years. If the manufacturer will not warranty the design for

15 or more years, the design will not be placed on contract. Since most political subdivisions have the right to issue its own bid for roofing repair or restoration, AEPA is only interested in providing quality systems with a documented life cycle cost benefit when compared to standard low-cost roofing systems acquired through the traditional public bidding process. Local manufacturer's/Offeror's representatives, distributors and installers/subcontractors are encouraged to assist and support the Offeror's/Prime contractor's efforts to provide well- designed and high-quality solutions that will result in the very best roofing asset at competitive prices.

- 7.4 Some of the roofing projects covered by this solicitation may require asbestos abatement as part of the scope of work. The facility owner may acquire removal and disposal services directly from non-AEPA contractors or may request and require the AEPA prime contractor to include these abatement services as part of their proposed solution. The Offeror/Contractor must be willing and able to meet and comply with this type of request.

7.4.1 Asbestos Removal

- 7.4.1.1 On multi-employer worksites or worksites that have close proximity of property owners, the prime contractor shall inform other employers/owners of the nature of the work with asbestos and/or PACM (Presumed Asbestos Containing Material), of the existence of and requirements pertaining to regulated areas, and the measures taken to ensure that employees/individuals of such other employers/owners are not exposed to asbestos.
- 7.4.1.2 All Class I, II and III asbestos work shall be conducted within regulated areas. All other operations shall be conducted within a regulated area where airborne concentrations of asbestos exceed, or there is a reasonable possibility they may exceed, a PEL.
- 7.4.1.3 The regulated area shall be demarcated in any manner that minimizes the number of persons within the area and protects persons outside the area from exposure to airborne asbestos. Where critical barriers or negative pressure enclosures are used, they may demarcate the regulated area. Signs shall be provided and displayed following OSHA regulations.
- 7.4.1.4 All persons entering a regulated area where employees are required to wear respirators shall be supplied with a respirator. The prime contractor shall ensure that employees do not eat, drink, smoke, chew tobacco, candy, cough drops or gum, or apply cosmetics in the regulated area.
- 7.4.1.5 The prime contractor shall ensure that a "competent person" conducts an exposure assessment immediately before or at the initiation of the operation to ascertain expected exposures during that operation or workplace.
- 7.4.1.6 The prime contractor shall conduct daily monitoring that is representative of the exposure of each Class I or II work, unless a negative exposure assessment has been made for the entire operation. Periodic monitoring of all work where exposures are expected to exceed a PEL, at intervals sufficient to document the validity of the exposure prediction, shall be made.
- 7.4.1.7 The prime contractor shall use OSHA acceptable engineering controls and work practices in all operations for asbestos removal, regardless of the levels of exposure.
- 7.4.1.8 For removing roofing material containing ACM, the prime contractor shall ensure the material is removed in an intact state to the extent feasible. Wet methods shall be used to remove roofing materials that are not intact, or that will be rendered not intact during removal, unless such wet methods are not feasible or will create safety hazards. Cutting machines shall be continuously misted during use, unless a competent person determines that misting substantially decreases worker safety.

- 7.4.1.9 When removing built-up roofs with asbestos-containing roofing felts and an aggregate surface using a power roof cutter, all dust resulting from the cutting operation shall be collected by a HEPA dust collector, or shall be HEPA vacuumed by vacuuming along the cut line. When removing built-up roofs with asbestos-containing roofing felts and a smooth surface using a power roof cutter, the dust resulting from the cutting operation shall be collected either by a HEPA dust collector or HEPA vacuuming along the cut line, or by gently sweeping and then carefully and completely wiping up the still-wet dust and debris left along the cut line.
- 7.4.1.10 Asbestos-containing material that has been removed from a roof shall not be dropped or thrown to the ground. Unless the material is carried or passed to the ground by hand, it shall be lowered to the ground via covered, dust-tight chute, crane or hoist. Any ACM that is not intact shall be lowered to the ground as soon as is practical, but in any event no later than the end of the work shift. While the material remains on the roof, it shall be kept wet, placed in an impermeable waste bag, or wrapped in plastic sheeting. Intact ACM shall be lowered to the ground as soon as is practical, but in any event no later than the end of the work shift.
- 7.4.1.11 Upon being lowered, unwrapped material shall be transferred to a closed receptacle in such manner to preclude the dispersion of dust. Roof level heating and ventilation air intake sources shall be isolated or the ventilation system shall be shut down.
- 7.4.1.12 All asbestos-containing debris shall be removed from the work site, and disposed of in a manner acceptable to all federal, state, and local regulatory requirements.
- 7.4.2 The Contractor will comply with all mandatory OSHA rules and regulations as listed and described in 29 CFR 1926.1101(Z).
- 7.4.3 The Contractor will ensure that all individual state and local permits are acquired and required documentation is prepared and submitted in a timely manner.
- 7.4.4 As part of the project's close-out documents, the Contractor will include the asbestos abatement final certification with the appropriate backup documentation.
- 7.5 The prime contractor must be especially committed to requiring all safety precautions be taken at every job site. [
- 7.6 Due to the cooperative purchasing aspect of this solicitation and the potential number of individual roofing projects that may occur at one time within the various AEPA states, AEPA has also determined that it must ascertain and ensure that the prime contractor does possess and can demonstrate its qualifications, background, experience, past and current performance track record, available resources and capacity to execute and carry out contracts with those AEPA Member State Agencies and their clients who desire to engage them to provide roofing and protective coating systems to their clients. To accomplish this task, AEPA is requiring the Offeror responding to this solicitation to complete the Offeror's Qualifications Form and submit the necessary background information and documentation to substantiate their responses. Offerors who fail to provide the information required on the Contractor's Qualifications Form or has failed to perform/complete past projects or is in default of warranty work or have been found guilty of violating state and/or local construction/labor codes, as judged by previous clients or AEPA, AEPA reserves the right to consider or not consider the Offeror's response as being responsive based on its own investigation and findings.
- 7.7 Quality Control Issues**
- 7.7.1 For audit purposes, a copy of any contract(s)/agreement(s) between the Public agency and the prime contractor must be kept on file in the agency issuing the original P.O. It is the responsibility of the prime contractor to supply a signed copy of all contract(s)/agreement(s) in a timely fashion.
- 7.7.2 During the course of work, the AEPA Member Agency and/or its client's representative may secure samples according to ASTM D140-88 of materials being used from

containers/cartons at the job site and submit them to an independent laboratory for comparison to specified material.

7.7.2.1 Should test results prove that a material is not functionally equal to specified material, the prime contractor shall pay for all testing, and roofing materials/components installed and found not to comply with the specifications shall be removed and replaced at no change to the facility owner/client.

7.7.2.2 Should test results prove that materials tested were functionally equal to specified material, the prime contractor shall be notified of the results and costs associated to the testing shall be paid by the facility owner/client.

7.7.3 Upon completion of a roof renovation/replacement, the prime contractor shall have the manufacturer's representative/inspector perform and issue an inspection report indicating the solution has been installed in accordance with and meeting all of the manufacturer's installation specifications and warranty requirements. Upon the roofing manufacturer acceptance of the job, they shall issue the mandatory two (2) year warranty and the fifteen (15)/twenty (20) year manufacturer's warranty to the facility owner/client in accordance with the terms and conditions of this solicitation and the project's contract. Once the project's close process has been completed, final payment will be made. The prime contractor shall, during the first, second and seventh year of this warranty, conduct an inspection of the installed solution, prepare and submit a written report of the installed solution's current condition and any concerns, warranty work and/or preventative maintenance that must be completed in order to keep the solution in good condition.

7.8 Special OSHA Requirements

7.8.1 The Contractor will use a fall protection program as described by OSHA. A copy of the plan to be used will be included with the Offeror's response.

7.8.2 The Contractor will provide, for each worksite in which the above plan will not be used, documents that are in compliance with 29 CFR 1926.502(k)(M)'s requirement that: "Employers engaged in leading edge work... who can demonstrate that it is infeasible or creates a greater hazard to use conventional fall protection systems must develop and follow a fall protection plan....This sample plan can be modified to be used for other work involving leading edge work." A copy of a sample plan to be used will be included with the bid. The sample plan may only be used at an actual job site with the same criteria as in the sample plan.

7.8.3 The Contractor shall be responsible for the development of a fire protection program to be followed throughout all phases of the construction, and shall provide for fire fighting equipment, as necessary. Access to all available fire fighting equipment shall be maintained at all times and shall be conspicuously located. All fire fighting equipment shall be periodically inspected and maintained in operating condition. Defective equipment shall be immediately replaced.

7.8.4 All waste materials will be handled in compliance with OSHA 29 CFR 1926.252.

8. General Specifications

8.1 The Offeror/Contractor must provide all labor, materials, equipment and, if required, design services, project site inspection, preparation and services relating to obtaining, manufacturing, delivering and installing the various roofing and protective coating products, systems and services proposed in response to this solicitation. These services may be provided by the Offeror's own crews and staff or by subcontractors contracted and supervised by the Offeror. It should be noted that the level of the Offeror's involvement will depend on the individual project specifications and the owner's requirements.

8.2 The Contractor is responsible for ensuring that the proposed project's design and construction drawings and manual clearly indicate, identify and communicate the

products, services and testing that must be provided to deal with existing site conditions, utilities lines, HVAC units and distribution systems, surrounding buildings and site access requirements.

8.3 The Contractor is responsible for being aware of, knowing and understanding all of the individual AEPA state and local governing agency's codes, regulations and requirements dealing with public works construction projects.

8.4 If the Contractor is only providing the roofing/protective coating products/systems and the facility's owner/client is utilizing its own crews to install the products/systems, the Contractor must provide the owner with installation instructions, guidelines, requirements and recommendations for the site preparation and installation of the provided solution. However, it should be noted that AEPA and its Members are seeking and prefer Contractors who can provide a turn-key solution.

8.5 If any part of the design or construction work is to be performed by the owner's own crews or architect and/or a third party Contractor not associated with the Offeror/Contractor, the Contractor, prior to taking possession of the project site or proceeding with its work, must provide the owner with a signed affidavit stating that it has inspected and has accepted the current site conditions and work completed as meeting and/or exceeding its and the manufacturer, industry and governmental standards and requirements. If work is not acceptable, the Offeror must notify the owner immediately in writing, stating what is not acceptable and on what this determination was made.

8.6 **R.S. Means Quotations/Proposals:** When providing R.S. Means costs as part of a project's proposal, the following items apply:

1. Contractor must use the current year and standard cost data. Only the following cost data titles will be accepted:
 - a. Repair and Remodeling Cost Data
 - b. Building Construction Cost Data
 - c. Facility Construction Cost Data
2. All work proposed under R.S. Means must use R.S. Means format, even if subcontractors are used. Subcontractor's invoices must tie to the R.S. Means spreadsheet.
3. An R.S. Means spreadsheet must be submitted to substantiate the quote given to the AEPA Member Agency. The spreadsheet columns must reveal the full R.S. Means number and a sufficient amount of the description. This also applies to any change orders.
4. Pricing must be done by Location Codes. National Average will not be allowed. In order to choose the "closest" location code, the first three (3) numbers of the zip code will be used to determine the city location index in each state.
5. The AEPA contract holder factor, AEPA discount, bonding cost, and sales taxes if applicable, must be shown as separate line items at the bottom of the R.S. Means spreadsheet. This information can be shown on a separate summary sheet. The summary sheet must start with the R.S. Means spreadsheet total and show the detail for each of the items stated above. This detail will be provided to each AEPA State Agency and AEPA Customer as required.
6. All change orders which list items covered by R.S. Means must be supported by an R.S. Means spreadsheet with the level of detail that meets the requirements of the AEPA Member Agency.

9. **Roofing Specifications:** The following specifications are meant to be general guidelines for bidding purposes, and represent "minimum standards" for roofing materials, installation, maintenance, and labor. Where specific "brand names" or specific "manufacturer codes" are specified, bidders are free to consider and submit "or equal" substitutions.

9.1 **Water Resistant Roofing**

9.1.1 **Pressure cleaning:**

9.1.1.1 For pressure cleaning roof surfaces, use power washer unit at pressures of 2,000-5,000 psi with flow rates of 4 to 14 gallons per minute.

9.1.1.2 Use only clean, fresh water to remove oil, dirt, grease, chalk and other debris.

9.1.1.3 All high-pressure units must be operated in accordance with OSHA safety standards.

9.1.1.4 Rinse surface with clean water after cleaning to remove residue.

9.1.2 **Asphalt emulsion coating, waterproofing, brush applied, per coat.**

9.1.2.1 All areas to receive coating must be clean, dry and smooth.

9.1.2.2 Coating must be applied as specified on manufacturer's data sheets and at the rates specified. All emulsions used shall carry UL approved fire ratings, and be an UL listed assembly per 97UBC (1997 Uniform Building Code), and meet any existing approval standards in the state.

9.1.2.3 Containers shall be delivered to the worksite suitably packaged to permit acceptance by carrier with each container marked with brand name, type of product, and manufacturer's production code and/or lot number.

9.1.2.4 The emulsion shall be of suitable consistency for application above freezing by mop or brush, after stirring to homogeneity.

9.1.2.5 The application rate for flashings shall be a minimum of three (3) gallons per square per coat.

9.1.2.6 The application rate for new roof applications shall be a minimum of four (4) gallons per square per coat.

9.1.3 **Rubberized coating, waterproofing, brush applied, per coat.**

9.1.3.1 All areas to receive coating must be clean, dry and smooth.

9.1.3.2 The butyl acrylic emulsion coating must be applied as specified on manufacturer's data sheets and at the rates specified. The color of the sealant shall be the color agreed upon between the agency member and the prime contractor. All emulsions used shall carry UL approved fire ratings, and be an UL listed assembly per 97UBC, and meet any existing approval standards in the state.

9.1.3.3 The coating shall be composed of selected polymers compounded with appropriate resins, fillers, pigment, solvents, and chemical additives necessary to meet ASTM standards C 1085-91.

9.1.3.4 Containers shall be delivered to the worksite suitably packaged to permit acceptance by carrier with each container marked with brand name, type of product, and manufacturer's production code and/or lot number.

9.1.3.5 Any and all coatings shall be free from defects.

9.1.3.6 The coating application rate for flashings shall be a minimum of three (3) gallons per square, per coat.

9.1.3.7 The coating application rate for new roof applications shall be a minimum of four (4) gallons per square per coat.

9.1.4 **Vinyl/acrylic resin, damp proofing, brush applied per coat.**

9.1.4.1 All areas to receive coating, especially masonry surfaces, must be clean, dry smooth, and free of any debris.

9.1.4.2 The vinyl/acrylic emulsion coating must be applied as specified on manufacturer's data sheets and at the rates specified. The color of the coating shall be the color agreed upon between the agency member and the prime contractor.

9.1.4.3 Special attention shall be given to preparation of surfaces requiring removal of all forms of release agents (oil, grease, wax, silicones), admixtures (water-immiscible chemical curing agents) and curing compounds (waxes, resins, film); if removal is not possible, the residue left must be non-detrimental to the waterproofing system, as determined by the prime contractor.

- 9.1.4.4 To prevent blistering or loss of adhesion from moisture encapsulated in concrete or masonry surfaces, prime contractor recommendations for a vapor permeable system must be followed.
- 9.1.4.5 Containers shall be delivered to the worksite suitably packaged to permit acceptance by carrier with each container marked with brand name, type of product, and manufacturer's production code and/or lot number.
- 9.1.4.6 The coating shall be free from defects.
- 9.1.5 **Non-pigmented synthetic resin, waterproofing, one coat sprayed on.**
- 9.1.5.1 All areas to receive coating must be clean, dry and smooth.
- 9.1.5.2 The non-pigmented synthetic resin coating must be applied as specified on manufacturer's data sheets and at the rates specified.
- 9.1.5.3 Containers shall be delivered to the worksite suitably packaged to permit acceptance by carrier with each container marked with brand name, type of product, and manufacturer's production code and/or lot number.
- 9.1.5.4 The coating shall be free from defects.
- 9.1.6 **Caulking: remove existing, clean and prime joint.**
- 9.1.6.1 Remove any existing caulk from joints.
- 9.1.6.2 Clean joint; prime with primer as specified by the manufacturer of the caulking material. The purpose of the primer is to improve the adhesion of the caulk. (Note: Unanticipated field conditions may require a change in the type of caulk or primer. Prime contractor has the authority to order a no cost change.)
- 9.1.6.3 Install specified backer rod to achieve required joint depths and shape, to permit full sealant wetting of the substrate surface when tooled, and to act as a temporary joint seal. If lack of immediate sealant application results in weathering, the backer rod shall be replaced with new sealant backing at no additional cost to the owner.
- 9.1.6.4 Use bond breaker tape as specified by the caulk manufacturer. The bond-breaker may be a polyethylene or TFE-fluorocarbon self-adhesive tape, or one approved by the manufacturer of the caulk.
- 9.1.6.5 Install sealant in accordance with ASTM C 1193.
- 9.1.6.6 Follow the caulking manufacturer recommendations, tool all joints.
- 9.1.6.7 Joints shall be free of air pockets, foreign matter, ridges and sags.
- 9.1.6.8 Adjoining surfaces and sealed joints shall be free of smears and other soiling. If a masking tape is used to protect from smears, it must be non-staining, non-absorbent, and must not disturb the sealant when carefully removed. Remove any excess caulking.
- 9.1.7 **Caulking, epoxied urethane compound, 2 components, 1/4" x 1/4", in place.**
- 9.1.7.1 Epoxied urethane base (one component) plus catalyst (2nd compound), chemical curing. Type 1, self leveling; Type 2, non-sagging; conforming to FS-TT-S-00227, Class A; ASTM C 804, shore hardness 25 minimum to 35 maximum.
- 9.1.7.2 Caulk must be non-staining. Color approved by buyer.
- 9.1.7.3 Wipe prepared joint free of all debris; verify joint depth using backer rod as specified by caulking manufacturer's specifications.
- 9.1.7.4 Install bond breaker tape where required by manufacturer.
- 9.1.7.5 Mix sealant as specified on labels.
- 9.1.7.6 Install caulking into prepared joint and tool per prime contractor's instruction, concave or convex.
- 9.1.7.7 Caulking must be free of wrinkles, sags, ridges, air pockets and debris.
- 9.1.7.8 Clean adjoining surfaces.
- 9.1.8 **Caulking, polyurethane, 1 component, 1/4" x 1/4", in place.**
- 9.1.8.1 Polyurethane base, single component, chemical curing. Conforms to FS-TT-S-00230 and ASTM C 804, shore hardness, 25 minimum to 35 maximum. Buyer selects color.
- 9.1.8.2 Wipe prepared joint free of all debris; verify joint depth using backer rod as specified by caulking manufacturer's specifications.

- 9.1.8.3 Install bond breaker tape where required by prime contractor.
- 9.1.8.4 Install caulking into prepared joint and tool per prime contractor's instruction, concave or convex.
- 9.1.8.5 Caulking must be free of wrinkles, sags, ridges, air pockets and debris.
- 9.1.8.6 Clean adjoining surfaces.
- 9.1.9 **Caulking, polyurethane, 1 component, 1/2" x 1/2", in place.**
- 9.1.9.1 Polyurethane base, single component, chemical curing. Conforms to FS-TT-S-00230 and ASTM C 804, shore hardness, 25 minimum to 35 maximum. Buyer selects color.
- 9.1.9.2 Wipe prepared joint free of all debris; verify joint depth using backer rod as specified by caulking manufacturer's specifications.
- 9.1.9.3 Install bond breaker tape where required by prime contractor.
- 9.1.9.4 Install caulking into prepared joint and tool per manufacturer's instruction, concave or convex.
- 9.1.9.5 Caulking must be free of wrinkles, sags, ridges, air pockets and debris.
- 9.1.9.6 Clean adjoining surfaces.
- 9.1.10 **Caulking, silicone rubber, 1 component, 1/4" x 1/4", in place.**
- 9.1.10.1 Silicone base, single component, chemical curing. Conforms to FS-TT-S-1543, Class A, shore hardness A - 50 maximum.
- 9.1.10.2 Caulk must be non-staining and color approved by buyer.
- 9.1.10.3 Wipe prepared joint free of all debris; verify joint depth using backer rod as specified by caulking manufacturer's specifications.
- 9.1.10.4 Install bond breaker tape where required by prime contractor.
- 9.1.10.5 Mix sealant as specified on labels.
- 9.1.10.6 Install caulking into prepared joint and tool per prime contractor's instruction, concave or convex.
- 9.1.10.7 Caulking must be free of wrinkles, sags, ridges, air pockets and debris
- 9.1.10.8 Clean adjoining surfaces.
- 9.1.11 **Caulking, epoxied urethane compound, 2 component, 1/4" x 1/4", in place.**
- 9.1.11.1 Epoxied urethane base (one component) plus catalyst (2nd compound), chemical curing. Type 1, self leveling; Type 2, non-sagging; conforming to FS-TT-S-00227, Class A; ASTM C 804, shore hardness 25 minimum to 35 maximum.
- 9.1.11.2 Caulk must be non-staining. Color approved by buyer.
- 9.1.11.3 Wipe prepared joint free of all debris; verify joint depth using backer rod as specified by caulking manufacturer's specifications.
- 9.1.11.4 Install bond breaker tape where required by manufacturer.
- 9.1.11.5 Install caulking into prepared joint and tool per prime contractor's instruction, concave or convex.
- 9.1.11.6 Caulking must be free of wrinkles, sags, ridges, air pockets and debris.
- 9.1.11.7 Clean adjoining surfaces.
- 9.1.11.8 Caulking, silicone rubber, 1 component, 3/4" x 3/8", in place.
- 9.1.11.9 Silicone base, single component, chemical curing. Conforms to FS-TT-S-1543, Class A, shore hardness A - 50 maximum.
- 9.1.11.10 Caulk must be non-staining and color approved by buyer.
- 9.1.11.11 Wipe prepared joint free of all debris; verify joint depth using backer rod as specified by caulking manufacturer's specifications.
- 9.1.11.12 Install bond breaker tape where required by prime contractor.
- 9.1.11.13 Install caulking into prepared joint and tool per prime contractor's instruction, concave or convex.
- 9.1.11.14 Caulking must be free of wrinkles, sags, ridges, air pockets and debris.
- 9.1.11.15 Clean adjoining surfaces.
- 9.1.12 **Backer rod, polyethylene, 3/8" diameter, installed in prepared opening.**

- 9.1.12.1 Closed cell polyethylene, extruded, round, lightweight, non-impregnated, non-bleeding, non-staining, and odor free. Must be chemical resistant with negligible water absorptive characteristics and meet or exceed ASTM D-994-77.
- 9.1.12.2 Inspect joint to be sure all preparations are complete. Verify inspection.
- 9.1.12.3 Install backer into joint at depth specified by caulking manufacturer, minimum 25% compression.
- 9.1.12.4 Joint ends to be flush with no gaps.
- 9.1.12.5 Must be installed same day as caulking.
- 9.1.13 **Backer rod, polyethylene, 1/2" diameter, installed in prepared opening.**
- 9.1.13.1 Closed cell polyethylene, extruded, round, lightweight, non-impregnated, non-bleeding, non-staining, and odor free. Must be chemical resistant with negligible water absorptive characteristics and meet or exceed ASTM D-994-77.
- 9.1.13.2 Inspect joint to be sure all preparations are complete. Verify inspection.
- 9.1.13.3 Install backer into joint at depth specified by caulking manufacturer, minimum 25% compression.
- 9.1.13.4 Joint ends to be flush with no gaps.
- 9.1.13.5 Must be installed same day as caulking.
- 9.1.14 **Backer rod, polyethylene, 3/4" diameter, installed in prepared opening.**
- 9.1.14.1 Closed cell polyethylene, extruded, round, lightweight, non-impregnated, non-bleeding, non-staining, and odor free. Must be chemical resistant with negligible water absorptive characteristics and meet or exceed ASTM D-994-77.
- 9.1.14.2 Inspect joint to be sure all preparations are complete. If you see some debris, remove it from the joint. Deposit the debris in a proper debris depository.
- 9.1.14.3 Install backer into joint at depth specified by caulking manufacturer, minimum 25% compression.
- 9.1.14.4 Joint ends to be flush with no gaps.
- 9.1.14.5 Must be installed same day as caulking.
- 9.1.15 **Backer rod, polyethylene, 1" diameter, installed in prepared opening.**
- 9.1.15.1 Closed cell polyethylene, extruded, round, lightweight, non-impregnated, non-bleeding, non-staining, and odor free. Must be chemical resistant with negligible water absorptive characteristics and meet or exceed ASTM D-994-77.
- 9.1.15.2 Inspect joint to be sure all preparations are complete. Continue to use sound judgment to verify inspection.
- 9.1.15.3 Install backer into joint at depth specified by caulking manufacturer, minimum 25% compression.
- 9.1.15.4 Joint ends to be flush with no gaps.
- 9.1.15.5 Must be installed same day as caulking.
- 9.1.16 **Building paper, asphalt felt sheathing paper, 1 ply, 15#, in place.**
- 9.1.16.1 Use 15 lb. organic felt that meets or exceeds ASTM D-226-89, Type I, UL label. If it contains any asbestos, don't use it.
- 9.1.16.2 Nails are to be hot dipped galvanized 11 or 12-gauge barbed shank with 3/8" heads, sharp pointed and long enough to penetrate and grasp 3/4" or 1". Capped Simplex or Maze nails or approved equals may be used.
- 9.1.16.3 After deck has been inspected and found to be clean and ready, nail felt to roof deck with approved fasteners, as specified.
- 9.1.16.4 Run felts single fashion starting at low point and running to ridge.
- 9.1.16.5 Side laps to be 2" minimum; end laps, 6" minimum.
- 9.1.16.6 Seal penetrations with approved mastic to meet or exceed ASTM D-2822 and Federal Specification SS-C-153, Type I, asbestos free.
- 9.1.17 **Building paper, red rosin paper, 5 square rolls, 4 pounds per square, in place.**
- 9.1.17.1 Red rosin paper, weighing 4 lb/100 square feet that meets ASTM D-549-74.
- 9.1.17.2 Use fasteners specified by prime contractor for deck type.

- 9.1.17.3 Mechanically fasten red rosin to nailable deck with correct fasteners. Use fastening pattern that meets FM I-90.
- 9.1.18 **Vapor retarder adhered, 2 ply inorganic, glass, Type IV, applied in Type IV (or appropriateType) asphalt, in place.**
 - 9.1.18.1 Asphalt water-based primer to meet ASTM D-3960-87.
 - 9.1.18.2 Asphalt, Type IV steep (or appropriate Type), UL, Class ASTM D 312-84.
 - 9.1.18.3 Inorganic glass roof ply, Type IV, unperforated, 36" wide, ASTM D 2178.
 - 9.1.18.4 Prime deck; use one gallon of primer for every 150-200 sq. ft.
 - 9.1.18.5 Install two plies of specified felt in a continuous mopping of specified asphalt at a rate of 25 lbs. per square per ply.
 - 9.1.18.6 Run felts shingle fashion. Broom all plies at application. Extend all plies to top of cant and seal.
 - 9.1.18.7 Glaze coat finished piles with asphalt specified at a rate of 15 lbs. per square.
- 9.1.19 **Vapor retarder, 2 ply organic, Type 15 pound, applied in Type IV asphalt (or appropriate type), in place.**
 - 9.1.19.1 Asphalt water-based primer to meet ASTM D-3960-87.
 - 9.1.19.2 Asphalt, Type IV (or appropriate type) steep, UL, Class ASTM D 312-84.
 - 9.1.19.3 Organic roof ply, ASTM D 266-89, Type I, unperforated, 36" wide.
 - 9.1.19.4 Concrete decks: prime deck; use one gallon of primer for every 150-200 sq. ft.
 - 9.1.19.5 Nailable decks: mechanically attach first ply to FM 1-90 fastening pattern; install second ply of specified felt into a continuous mopping of specified asphalt at a rate of 25 lbs. per 100 square feet.
 - 9.1.19.6 Run felts shingle fashion. Broom all plies at application. Extend all plies to top of cant and seal.
 - 9.1.19.7 Glaze coat finished piles with asphalt specified at a rate of 15 lbs. per square.
- 9.1.20 **Vapor retarder; 2-ply inorganic, glass, Type IV, applied in cold adhesive to 4' x 8' x 1/4" glass- mat embedded, water resistant gypsum core panel mechanically fastened.**
 - 9.1.20.1 Nonstructural, glass-mat embedded, water resistant gypsum core panel, UL 1356 as a thermal barrier underlayment over steel decks.
 - 9.1.20.2 Fasteners with 3" galvanized metal plates.
 - 9.1.20.3 Provide equipment, materials, tools and experienced labor to install gypsum core panels. Attach panel to the substrate with approved fastening methods as follows.
 - 9.1.20.4 Mechanically attached: join single layer insulation to deck with approved fastener one (1) every two (2) square feet. Install additional fasteners to ensure insulation is firmly affixed, per manufacturer's instructions.
 - 9.1.20.5 Fasteners are to be flush with top surface of insulation.
 - 9.1.20.6 Filler insulation requires two (2) fasteners per piece.
 - 9.1.20.7 Form continuous joints over deck flange. Do not cantilever edges over deck ribs, minimum bearing surface 1 1/2", and doesn't exceed 35 psi in accordance with ASTM C 165.
 - 9.1.20.8 Insulation must meet UL and FM requirements; must not have over 1/4" joints between boards.
 - 9.1.20.9 Joints must be staggered a minimum of 12".
 - 9.1.20.10 Workmanship must be superior; must comply with FM, UL and Roofing Materials Manufacturer's guidelines and specifications.
 - 9.1.20.11 Asphalt water-based primer must meet ASTM D 3960-87.
 - 9.1.20.12 Cold asphalt adhesive must be UL approved, be applied at 2 gallons per 100 square feet, inner ply. Must meet SCAQMD VOC limits and contain no asbestos as per ASTM D 276-87.
 - 9.1.20.13 Inorganic glass roof ply, Type IV, unperforated, 36" wide, ASTM D 2178.
 - 9.1.20.14 Prime substrate; use one gallon of primer every 150-200 square feet.

- 9.1.20.15 Install two plies of specified felt in a continuous application of specified cold adhesive at a rate of 2 gallons per 100 square feet per ply.
- 9.1.20.16 Run felts shingle fashion. Broom all plies at application. Extend all plies to top of cant and seal.

9.2 **Insulation**

9.2.1 **Demolition of roof insulation, per inch of depth.**

- 9.2.1.1 Remove existing insulation down to roof deck.
- 9.2.1.2 Remove all debris from job site and dispose of in an approved landfill.
- 9.2.1.3 Be sure all debris is removed from flutes in deck and in any area debris might settle.
- 9.2.1.4 All demolition work must comply with OSHA, EPA, and local building codes and regulations.
- 9.2.1.5 If applicable, remove all fasteners from decking.

9.2.2 **Demolition of lightweight cementitious fill, per inch of depth.**

- 9.2.2.1 Using mechanical, manual, or other approved means, remove cementitious fill.
- 9.2.2.2 Clean subdeck of all rubbish.
- 9.2.2.3 Dispose of all rubbish and litter; all demolition work must comply with OSHA, NCRA, EPA, and local building codes and regulations.
- 9.2.2.4 Using self-tapping, coated metal deck fasteners, reattach laps, seams and loose metal, if applicable as needed.

9.2.3 **Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1" thick, R-6.6, applied into Type IV (or appropriate) asphalt.**

- 9.2.3.1 Isocyanurate, HH-I-1972/GEN and HH-I-1972/2 Fire Approval, Class I, with UL labels.
- 9.2.3.2 Steep Asphalt, Type IV (or appropriate) meeting ASTM D 312-89, applied at a rate of 30 lbs. per 100 square feet.
- 9.2.3.3 Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Adhere the insulation to the substrate with approved fastening methods, as follows.
- 9.2.3.4 Hot applications: adhere insulation to primed deck with continuous mopping of appropriate asphalt at the rate of 30 lbs. per 100 square feet.
- 9.2.3.5 Cold applications: adhere insulation to thermal barrier with a cold adhesive at a rate of 1.5 gallons per 100 square feet.
- 9.2.3.6 Hot applied to sub insulation; adhere with a continuous mopping of appropriate asphalt at a rate of 30 lbs. per 100 square feet.
- 9.2.3.7 Insulation must meet UL and FM requirements and must not have over 1/4" joints between boards.
- 9.2.3.8 Joints must be staggered a minimum of 12".
- 9.2.3.9 Workmanship must be superior and comply with NRCA, FM, UL and roofing material manufacturer's guidelines and specifications.

9.2.4 **Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1 1/2" thick, R-10.0, applied Type IV (or appropriate) asphalt.**

- 9.2.4.1 Isocyanurate, HH-I-1972/GEN and HH-I-1972/2 Fire Approval, Class I, with UL labels.
- 9.2.4.2 Steep Asphalt, Type IV (or appropriate) meeting ASTM D 312-89, applied at a rate of 30 lbs. per 100 square feet.
- 9.2.4.3 Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Adhere the insulation to the substrate with approved fastening methods, as follows.
- 9.2.4.4 Hot applications: adhere insulation to primed deck or sub-insulation with continuous mopping of steep or appropriate asphalt at the rate of 30 lbs. per 100 square feet.
- 9.2.4.5 Cold applications: adhere insulation to primed deck or sub-insulation with a cold adhesive at a rate of 1.5 gallons per 100 square feet.
- 9.2.4.6 Insulation must meet UL and FM requirements and must not have over 1/4" joints between boards.
- 9.2.4.7 Joints must be staggered a minimum of 12".

- 9.2.4.8 Workmanship must be superior and comply with NRCA, FM, UL and roofing material manufacturer's guidelines and specifications.
- 9.2.5 **Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets, 1" thick, R-6.6, mechanically fastened.**
 - 9.2.5.1 Isocyanurate, HH-I-1972/GEN and HH-I-1972/2 Fire Approval, Class I and/or labeled with UL/FM labels.
 - 9.2.5.2 Fasteners with 3" galvanized metal plates.
 - 9.2.5.3 Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Attach the insulation to the substrate with approved fastening methods, as follows.
 - 9.2.5.4 Mechanically attached: mechanically join single layer insulation to deck with approved fastener minimum of one (1) every 2 square feet. Install additional fasteners to ensure insulation is firmly affixed, especially at parapets and at perimeters, as required per FM I-90 (depending on deck location and height).
 - 9.2.5.5 Fasteners are to be flush with top surface of insulation.
 - 9.2.5.6 Filler insulation requires two (2) fasteners per piece.
 - 9.2.5.7 Form continuous insulation joints over deck flange. Do not cantilever insulation edges over deck ribs, minimum bearing surface 1 1/2" and doesn't exceed 35 psi in accordance with ASTM C 165. Attachment and flute span will be in accordance with insulation board manufacturer's specifications and comply with UL, Class A and FM I-90 attachment standards.
 - 9.2.5.8 Insulation must meet UL and FM requirements and must not have over 1/4" joints between boards.
 - 9.2.5.9 Joints must be staggered a minimum of 12".
 - 9.2.5.10 Workmanship must be superior and comply with NRCA, FM, UL and roofing material manufacturer's guidelines and specifications.
- 9.2.6 **Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1 1/2" thick, R-10.0, mechanically fastened.**
 - 9.2.6.1 Isocyanurate, HH-I-1972/GEN and HH-I-1972/2 Fire Approval, Class I and/or labeled with UL/FM labels.
 - 9.2.6.2 Fasteners with 3" galvanized metal plates.
 - 9.2.6.3 Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Attach the insulation to the substrate with approved fastening methods, as follows.
 - 9.2.6.4 Mechanically attached: mechanically join single layer insulation to deck with approved fastener minimum of one (1) every 2 square feet. Install additional fasteners to ensure insulation is firmly affixed, especially at parapets and at perimeters, as required per FM I-90 (depending on deck location and height).
 - 9.2.6.5 Fasteners are to be flush with top surface of insulation.
 - 9.2.6.6 Filler insulation requires two (2) fasteners per piece.
 - 9.2.6.7 Form continuous insulation joints over deck flange. Do not cantilever insulation edges over deck ribs, minimum bearing surface 1 1/2" and doesn't exceed 35 psi in accordance with ASTM C 165. Attachment and flute span will be in accordance with insulation board manufacturer's specifications and comply with UL, Class A and FM I-90 attachment standards.
 - 9.2.6.8 Insulation must meet UL and FM requirements and must not have over 1/4" joints between boards.
 - 9.2.6.9 Joints must be staggered a minimum of 12".
 - 9.2.6.10 Workmanship must be superior and comply with NRCA, FM, UL and roofing material manufacturer's guidelines and specifications.
- 9.2.7 **Roof deck insulation, fiberboard in 4' x 4' sheets, 1/2" thick, R-1.39, applied Type IV (or appropriate) asphalt, coated six sides.**

- 9.2.7.1 High-density fiberboard ASTM C 208-82, HH-I-526C for fiberboard with flame spread of 25 maximum. Must comply with ASTM D 84 and have compressive resistance not more than 35 psi as per ASTM C 165.
- 9.2.7.2 Steep Asphalt, Type IV (or appropriate type) meeting ASTM D 312-89, applied at a rate of 30 lbs. per 100 square feet.
- 9.2.7.3 Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Adhere the insulation to the substrate with approved fastening methods, as follows.
- 9.2.7.4 Hot applications: adhere insulation to primed deck with continuous mopping of steep or appropriate asphalt at the rate of 30 lbs. per 100 square feet.
- 9.2.7.5 Cold applications: adhere insulation to primed deck or sub-insulation with a cold adhesive at a rate of 1.5 gallons per 100 square feet.
- 9.2.7.6 Hot applied: adhere with a continuous mopping of steep or appropriate asphalt at a rate of 30 lbs. per 100 square feet. Walk insulation down. Spread bitumen pools. Do not allow bitumen to accumulate on surface of insulation.
- 9.2.7.7 Filler insulation requires two (2) fasteners per piece, or as stated by manufacturer.
- 9.2.7.8 Form continuous insulation joints over deck flange. Do not cantilever insulation edges over deck ribs, minimum bearing surface 1 1/2" and doesn't exceed 35 psi in accordance with ASTM C 165. Attachment and flute span will be in accordance with insulation board manufacturer's specifications and comply with UL, Class A and FM I-90 attachment standards.
- 9.2.7.9 Insulation must meet UL and FM requirements and must not have over 1/4" joints between boards.
- 9.2.7.10 Joints must be staggered a minimum of 12".
- 9.2.7.11 Workmanship must be superior and comply with NRCA, FM, UL and roofing material manufacturer's guidelines and specifications.
- 9.2.8 **Roof deck insulation, fiberboard in 4' x 8' sheets, 25/32" thick, R-2.4, installed hot/cold or mechanically attached, coated six sides.**
- 9.2.8.1 High-density fiberboard ASTM C 208-82, HH-I-526C for fiberboard with flame spread of 25 maximum. Must comply with ASTM D 84 and have compressive resistance not more than 35 psi as per ASTM C 165.
- 9.2.8.2 Steep Asphalt, Type IV (or appropriate type) meeting ASTM D 312-89, applied at a rate of 30 lbs. per 100 square feet.
- 9.2.8.3 Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Adhere the insulation to the substrate with approved fastening methods, as follows.
- 9.2.8.4 Hot applications: adhere insulation to primed deck with continuous mopping of steep or appropriate asphalt at the rate of 30 lbs. per 100 square feet.
- 9.2.8.5 Cold applications: adhere insulation to primed deck or sub-insulation with a cold adhesive at a rate of 1.5 gallons per 100 square feet.
- 9.2.8.6 Hot applied to sub insulation; adhere with a continuous mopping of steep or appropriate asphalt at a rate of 30 lbs. per 100 square feet. Walk insulation down. Spread bitumen pools. Do not allow bitumen to accumulate on surface of insulation.
- 9.2.8.7 Mechanically attached: mechanically join single layer insulation to deck with approved fastener minimum of one (1) every 2 square feet. Install additional fasteners to ensure insulation is firmly affixed, especially at parapets and at perimeters, as required per FM I-90 (depending on deck location and height).
- 9.2.8.8 Three inch galvanized metal plate fasteners are to be flush with top surface of insulation.
- 9.2.8.9 Filler insulation requires two (2) fasteners per piece.
- 9.2.8.10 Form continuous insulation joints over deck flange. Do not cantilever insulation edges over deck ribs, minimum bearing surface 1 1/2" and doesn't exceed 35 psi in accordance with ASTM C 165. Attachment and flute span will be in accordance with

- insulation board manufacturer's specifications and comply with UL, Class A and FM I-90 attachment standards.
- 9.2.8.11 Insulation must meet UL and FM requirements and must not have over 1/4" joints between boards.
 - 9.2.8.12 Joints must be staggered a minimum of 12".
 - 9.2.8.13 Workmanship must be superior and comply with NRCA, FM, UL and roofing material manufacturer's guidelines and specifications.
 - 9.2.9 **Roof deck insulation, fiberboard in 4' x 4', 1" thick, R-2.78, applied Type IV (or appropriate) asphalt, coated six sides.**
 - 9.2.9.1 High-density fiberboard ASTM C 208-82, HH-I-526C for fiberboard with flame spread of 25 maximum. Must comply with ASTM D 84 and have compressive resistance not more than 35 psi as per ASTM C 165.
 - 9.2.9.2 Steep or appropriate Asphalt, Type IV meeting ASTM D 312-89, applied at a rate of 30 lbs. per 100 square feet.
 - 9.2.9.3 Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Adhere the insulation to the substrate with approved fastening methods, as follows.
 - 9.2.9.4 Hot applications: adhere insulation to primed deck or sub-insulation with continuous mopping of steep or appropriate asphalt at the rate of 30 lbs. per 100 square feet.
 - 9.2.9.5 Cold applications: adhere insulation to primed deck or sub-insulation with a continuous mopping of steep or appropriate asphalt at a rate of 30 lbs. per 100 square feet.
 - 9.2.9.6 Cold applied: adhere with a cold adhesive at a rate of 1.5 gallons per 100 square feet. Walk insulation down. Spread bitumen pools. Do not allow bitumen to accumulate on surface of insulation, or on workers shoes.
 - 9.2.9.7 Filler insulation requires two (2) fasteners per piece, or as recommended by manufacturer.
 - 9.2.9.8 Form continuous insulation joints over deck flange. Do not cantilever insulation edges over deck ribs, minimum bearing surface 1 1/2" and doesn't exceed 35 psi in accordance with ASTM C 165. Attachment and flute span will be in accordance with insulation board manufacturer's specifications and comply with UL, Class A and FM I-90 attachment standards.
 - 9.2.9.9 Insulation must meet UL and FM requirements and must not have over 1/4" joints between boards.
 - 9.2.9.10 Joints must be staggered a minimum of 12".
 - 9.2.9.11 Workmanship must be superior and comply with NRCA, FM, UL and roofing material manufacturer's guidelines and specifications.
 - 9.2.10 **Roof deck insulation, fiberboard in 4' x 4' sheets, 1/2" thick, R-1.39, mechanically fastened, coated six sides.**
 - 9.2.10.1 High-density fiberboard ASTM C 208-82, HH-I-526C for fiberboard with flame spread of 25 maximum. Must comply with ASTM D 84 and have compressive resistance not more than 35 psi as per ASTM C 165.
 - 9.2.10.2 Fasteners with 3" galvanized metal plates.
 - 9.2.10.3 Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Adhere the insulation to the substrate with approved fastening methods, as follows.
 - 9.2.10.4 Mechanically attached: mechanically join single layer insulation to deck with approved fastener minimum of one (1) every 2 square feet. Install additional fasteners to ensure insulation is firmly affixed, especially at parapets and at perimeters, as required per FM I-90 (depending on deck location and height).
 - 9.2.10.5 Fasteners are to be flush with top surface of insulation.
 - 9.2.10.6 Filler insulation requires two (2) fasteners per piece.

- 9.2.10.7 Form continuous insulation joints over deck flange. Do not cantilever insulation edges over deck ribs, minimum bearing surface 1 1/2" and doesn't exceed 35 psi in accordance with ASTM C 165.
- 9.2.10.8 Attachment and flute span will be in accordance with insulation board manufacturer's specifications and comply with UL, Class A and FM I-90 attachment standards.
- 9.2.10.9 Insulation must meet UL and FM requirements and must not have over 1/4" joints between boards.
- 9.2.10.10 Joints must be staggered a minimum of 12".
- 9.2.10.11 Workmanship must be superior and comply with NRCA, FM, UL and roofing material manufacturer's guidelines and specifications.
- 9.2.11 **Roof deck insulation, fiberboard in 4' x 4', 1" thick, R-2.78, mechanically fastened, coated six sides.**
- 9.2.11.1 High-density fiberboard ASTM C 208-82, HH-I-526C for fiberboard with flame spread of 25 maximum. Must comply with ASTM D 84 and have compressive resistance not more than 35 psi as per ASTM C 165.
- 9.2.11.2 Fasteners with 3" galvanized metal plates.
- 9.2.11.3 Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Adhere the insulation to the substrate with approved fastening methods, as follows.
- 9.2.11.4 Mechanically attached: mechanically join single layer insulation to deck with approved fastener minimum of one (1) every 2 square feet. Install additional fasteners to ensure insulation is firmly affixed, especially at parapets and at perimeters, as required per FM I-90 (depending on deck location and height).
- 9.2.11.5 Fasteners are to be flush with top surface of insulation.
- 9.2.11.6 Filler insulation requires two (2) fasteners per piece.
- 9.2.11.7 Form continuous insulation joints over deck flange. Do not cantilever insulation edges over deck ribs, minimum bearing surface 1 1/2" and doesn't exceed 35 psi in accordance with ASTM C 165.
- 9.2.11.8 Attachment and flute span will be in accordance with insulation board manufacturer's specifications and comply with UL, Class A and FM I-90 attachment standards.
- 9.2.11.9 Insulation must meet UL and FM requirements and must not have over 1/4" joints between boards.
- 9.2.11.10 Joints must be staggered a minimum of 12".
- 9.2.11.11 Workmanship must be superior and comply with NRCA, FM, UL and roofing material manufacturer's guidelines and specifications.
- 9.2.12 **Roof deck insulation, lightweight cellular, wire-reinforced concrete fill, R-value depending on thickness, per inch of depth**
- 9.2.12.1 Prepare areas for cellular concrete.
- 9.2.12.2 Install cellular concrete, 2" minimum thickness, sloped to existing drains. Slope shall be 1/4" per running foot, minimum.
- 9.2.12.3 Cover deck with slurry coat. Graduate thickness of insulation from high to low point. Stagger end joints and butt all joints to moderate contact. Allow slurry coat/insulation to set for 24 hours.
- 9.2.12.4 Install top pour of cellular concrete over insulation. Fill all bond holes. A minimum of 2" thickness over the insulation is required.
- 9.2.12.5 Use screeds (leveling devices) and darbies to attain smooth, even surface.
- 9.2.12.6 Carefully plan the work to avoid cold joints, but if you have any, scarify cold joints to provide mechanical key.
- 9.2.12.7 During winter months, protect installation from freezing until initial set is attained.

- 9.2.12.8 Provide reinforcing mesh into all areas where cellular concrete is placed. Butt or space sides not more than 4"; cut mesh to fit all walls, curbs, and openings. (Note: to meet FM requirements, mesh must be used.)
- 9.2.12.9 Mix and pump cellular concrete into place using personnel and equipment approved of by the concrete manufacturer. Mixing time shall be sufficient to provide a consistent, thorough concoction that will freely flow and screed to a smooth surface.
- 9.2.12.10 Proportion cellular concrete to provide a density of 40 lbs/cubic foot, \pm 5% and 28-day compressive strength of 160 psi.
- 9.2.12.11 Pour cellular concrete only when temperatures are predicted to be above 40°F for the next two days.
- 9.2.12.12 Provide daily 2-ply bituminous tie-in connections at cellular concrete/roofing terminations.
- 9.2.12.13 If applicable, remove embedded gravel from top ply along termination. (Width of 8")
- 9.2.12.14 Install 5-course felt/mesh bituminous reinforcement; extend membrane at least 6" onto roofing and top surface of cellular cement using asphalt mastic or flashing bitumen. Make everything watertight.
- 9.2.12.15 Seal any surface cracks with asphalt mastic.
- 9.2.12.16 Spray curing compound to entire surface within 24 hours of placement.
- 9.2.12.17 Allow cellular concrete to cure and become hard to withstand foot traffic and other light roof operations, approximately 3 days. Before one is allowed on the new roof, be sure exposed surface is dry.
- 9.2.13 **Roof deck insulation, vermiculite at 1/8:12, R-value depending on thickness, per inch of depth.**
 - 9.2.13.1 Prepare areas for concrete with vermiculite aggregate.
 - 9.2.13.2 Install vermiculite concrete, 2" minimum thickness, sloped to existing drains. Slope shall be 1/8" per running foot, minimum.
 - 9.2.13.3 Cover deck with slurry coat. Graduate thickness of insulation from high to low point. Stagger end joints and butt all joints to moderate contact. Allow slurry coat/insulation to set for 24 hours.
 - 9.2.13.4 Install top pour of vermiculite concrete over tapered expanded polystyrene board (EPS). Fill all bond holes. A minimum of 2" thickness over the insulation is required.
 - 9.2.13.5 Use screeds (leveling devices) and darbies to attain smooth, even surface.
 - 9.2.13.6 Carefully plan the work to avoid cold joints, but if you have any, scarify cold joints to provide mechanical key.
 - 9.2.13.7 During winter months, protect installation from freezing until initial set is attained.
 - 9.2.13.8 Provide reinforcing mesh into all areas where vermiculite concrete is placed. Butt or space sides not more than 4"; cut mesh to fit all walls, curbs, and openings. (Note: to meet FM requirements, mesh must be used.)
 - 9.2.13.9 Mix and pump vermiculite concrete into place using personnel and equipment approved of by the concrete manufacturer. Mixing time shall be sufficient to provide a consistent, thorough concoction that will freely flow and screed to a smooth surface.
 - 9.2.13.10. Proportion vermiculite concrete to provide a density of 40 lbs/cubic foot, \pm 5% and 28-day compressive strength of 160 psi.
 - 9.2.13.11 Pour vermiculite concrete only when temperatures are predicted to be above 40°F for the next two days.
 - 9.2.13.12 Provide daily 2-ply bituminous tie-in connections at vermiculite concrete/roofing terminations.
 - 9.2.13.13 Remove embedded gravel from top ply along termination. (Width of 8").
 - 9.2.13.14 Install 5-course felt/mesh bituminous reinforcement; extend membrane at least 6" onto roofing and top surface of vermiculite cement using asphalt mastic or flashing bitumen. Make everything watertight!
 - 9.2.13.15 Seal any surface cracks with asphalt mastic.

- 9.2.13.16 Spray curing compound to entire surface within 24 hours of placement.
- 9.2.13.17 Allow vermiculite concrete to cure and become hard to withstand foot traffic and other light roof operations, approximately 3 days. Before anyone is allowed on the new roof, be sure exposed surface is dry.
- 9.2.14 **Roof deck insulation, vermiculite at 1/4:12, R-value based on thickness, per inch of depth.**
 - 9.2.14.1 Prepare areas for concrete with vermiculite aggregate.
 - 9.2.14.2 Install vermiculite concrete, 2" minimum thickness, sloped to existing drains. Slope shall be 1/4" per running foot, minimum.
 - 9.2.14.3 Cover deck with slurry coat. Graduate thickness of insulation from high to low point. Stagger end joints and butt all joints to moderate contact. Allow slurry coat/insulation to set for 24 hours.
 - 9.2.14.4 Install top pour of vermiculite concrete over tapered expanded polystyrene board (EPS). Fill all bond holes. A minimum of 2" thickness over the insulation is required.
 - 9.2.14.5 Use screeds (leveling devices) and darbies to attain smooth, even surface.
 - 9.2.14.6 Carefully plan the work to avoid cold joints, but if you have any, scarify cold joints to provide mechanical key.
 - 9.2.14.7 During winter months, protect installation from freezing until initial set is attained.
 - 9.2.14.8 Provide reinforcing mesh into all areas where vermiculite concrete is placed. Butt or space sides not more than 4"; cut mesh to fit all walls, curbs, and openings. (Note: to meet FM requirements, mesh must be used.)
 - 9.2.14.9 Mix and pump vermiculite concrete into place using personnel and equipment as approved by the concrete manufacturer. Mixing time shall be sufficient to provide a consistent, thorough concoction that will freely flow and screed to a smooth surface.
 - 9.2.14.10 Proportion vermiculite concrete to provide a density of 40 lbs/cubic foot, \pm 5% and 28-day compressive strength of 160 psi.
 - 9.2.14.11 Pour vermiculite concrete only when temperatures are predicted to be above 40°F for the next two days.
 - 9.2.14.12 Provide daily 2-ply bituminous tie-in connections at vermiculite concrete/roofing terminations.
 - 9.2.14.13 Remove embedded gravel from top ply along termination. (Width of 8")
 - 9.2.14.14 Install 5-course felt/mesh bituminous reinforcement; extend membrane at least 6" onto roofing and top surface of vermiculite cement using asphalt mastic or flashing bitumen. Make everything watertight.
 - 9.2.14.15 Seal any surface cracks with asphalt mastic.
 - 9.2.14.16 Spray curing compound to entire surface within 24 hours of placement.
 - 9.2.14.17 Allow vermiculite concrete to cure and become hard to withstand foot traffic and other light roof operations, approximately 3 days. Before anyone is allowed on the new roof, be sure exposed surface is dry.
- 9.2.15 **Roof deck insulation, gypsum panels, 3" thick.**
 - 9.2.15.1 Remove existing decking.
 - 9.2.15.2 Replace gypsum panels; stabilize and provide bracing for the purlins, as necessary.
 - 9.2.15.3 Install per manufacturer's instruction. Gypsum planks will have UL classification markings.
 - 9.2.15.4 Gypsum will not be used in areas of high humidity and wetness.
- 9.2.16 **Roof deck insulation, Isocyanurate (black facer only), tapered, 1/8" per foot slope, applied in Type IV (or appropriate type) asphalt, per inch of depth.**
 - 9.2.16.1 Use 1/8" tapered iso-board (black facer) that meets or exceeds HH-I-1972/GEB and HH-I-1972/2 fire approval Class I and labeled with UL/FM labels.
 - 9.2.16.2 Steep or appropriate Asphalt, Type IV meeting ASTM D 312-89, applied at a rate of 30 lbs. per 100 square feet.
 - 9.2.16.3 Install tapered insulation.

- 9.2.16.4 Insulation shall have a minimum thickness of 1" at any point on the deck and must be tapered when laid in a manner to eliminate ponding and allow for positive drainage.
- 9.2.16.5 Set insulation in a continuous mopping of asphalt, applied at a rate of 30 lbs. per 100 square feet.
- 9.2.16.6 Embed insulation into asphalt, leaving no voids or loose boards. Any joint over 1/4" must be filled.
- 9.2.16.7 Apply asphalt at rate of 30 lbs. per 100 square feet; asphalt shall be at no more than 500°F and applied between 400-475°.
- 9.2.16.8 Apply in continuous mopping; don't set boards in cold asphalt.
- 9.2.17 **Roof deck insulation, Isocyanurate (black facer only), tapered, 1/4" per foot slope, applied in Type IV (or appropriate) asphalt, per inch of depth.**
- 9.2.17.1 Use 1/4" tapered iso-board (black facer) that meets or exceeds HH-I-1972/GEB and HH-I-1972/2 fire approval Class I and labeled with UL/FM labels.
- 9.2.17.2 Steep or appropriate Asphalt, Type IV meeting ASTM D 312-89, applied at a rate of 30 lbs. per 100 square feet.
- 9.2.17.3 Install tapered insulation.
- 9.2.17.4 Insulation shall have a minimum thickness of 1" at any point on the deck and must be laid in a manner to eliminate ponding and allow for positive drainage.
- 9.2.17.5 Set insulation in a continuous mopping of asphalt.
- 9.2.17.6 Embed insulation into asphalt, leaving no voids or loose boards. Any joint over 1/4" must be filled.
- 9.2.17.7 Apply asphalt at rate of 30 lbs. per 100 square feet; asphalt shall be at no more than 500°F and applied between 400-475°.
- 9.2.17.8 Apply in continuous mopping; don't set boards in cold asphalt.
- 9.2.18 **Cold insulation adhesive.**
- 9.2.18.1 Cold insulation adhesive is for places where the deck is exposed on underside or where hot adhesive or mechanical attachment is not desirable.
- 9.2.18.2 Adhesive for fiberboard, fiberglass and Isocyanurate insulating boards.
- 9.2.18.3 Nominal 100% solid, moisture curing, asphaltic urethane adhesive for use in adhering insulation and base sheets in bur systems. Must be 8.5 lbs/gallon, have 200 psi tensile strength (see ASTM D 412-87); shall pass the Cold Brittleness of ASTM D 816-92 at -60° F.
- 9.2.18.4 Prime surface to receive adhesive with water-based primer.
- 9.2.18.5 Allow primer to dry.
- 9.2.18.6 Apply at rate of 1 to 1.5 gallons per 100 square feet.
- 9.2.18.7 Install base sheet or insulation per manufacturer's printed directions, as needed.
- 9.2.19 **CDX Gypsum 1/4" x 4' x 8', mechanically attached or set into adhesive.**
- 9.2.19.1 Install per manufacturer's instructions.
- 9.2.20 **CDX Gypsum 1/2" x 4' x 8', mechanically attached or set into adhesive.**
- 9.2.20.1 Install per manufacturer's instructions.
- 9.2.21 **CDX Gypsum with fiberglass facer: 1/4" x 4' x 8', mechanically attached or set into adhesive.**
- 9.2.21.1 Install per manufacturer's instructions.
- 9.2.22 **CDX Gypsum with fiberglass facer: 1/2" x 4' x 8', mechanically attached or set into adhesive.**
- 9.2.22.1 Install per manufacturer's instructions.
- 9.3 **Roof Tiles and Shingles**
- 9.3.1 **Remove composition shingles and felts to decking (test for asbestos prior to removal).**
- 9.3.1.1 Remove existing felts, shingles and fasteners down to roof deck.
- 9.3.1.2 Remove all debris from job site and dispose of in an approved landfill.
- 9.3.1.3 Be sure all debris is removed from deck and in any area litter might settle.

- 9.3.1.4 All demolition work must comply with OSHA, NCRA, EPA, and local building codes and regulations.
- 9.3.1.5 If applicable, remove all fasteners from decking.
- 9.3.1.6 Inspect deck and repair any defects as permitted in contract.
- 9.3.1.7 Install one layer of 15 lb. felt after above work is accomplished [felt, 15 lbs., meets ASTM D 221-78, Type IV and must carry UL labels].
- 9.3.1.8 On slopes above 3:12 but below 4:12, install two layers of 15 lb. felt (repeat 3.3.1.1 through 3.3.1.8, as necessary).
- 9.3.2 **Remove clay, concrete, or slate roof tiles to decking.**
- 9.3.2.1 Remove existing felts, tiles and/or shingles down to roof deck. Keep and stockpile reusable tiles, upon request of buyer.
- 9.3.2.2 Remove all debris from job site and dispose of in an approved landfill.
- 9.3.2.3 Be sure all debris is removed from deck and in any area litter might settle.
- 9.3.2.4 All demolition work must comply with OSHA, NCRA, EPA, and local building codes and regulations.
- 9.3.2.5 If applicable, remove all fasteners from decking.
- 9.3.2.6 Inspect deck and repair any defects as permitted in contract.
- 9.3.2.7 Install one layer of 30 lb. felt after above work is accomplished [felt, 30 lbs., meets ASTM D266-89, Type II and must carry UL labels].
- 9.3.3 **Remove wood shingles and felts to decking.**
- 9.3.3.1 Remove existing felts and shingles down to roof deck.
- 9.3.3.2 Remove all debris from job site and dispose of in an approved landfill.
- 9.3.3.3 Be sure all debris is removed from deck and in any area litter might settle.
- 9.3.3.4 All demolition work must comply with OSHA, NCRA, EPA, and local building codes and regulations.
- 9.3.3.5 If applicable, remove all fasteners from decking.
- 9.3.3.6 Inspect deck and repair any defects as permitted in contract.
- 9.3.3.7 Install one layer of 30 lb. felt after above work is accomplished [felt, 30 lbs., meets ASTM D266-89, Type II and must carry UL labels].
- 9.3.4 **Shingles, fiberglass, Class A, 25-year strip shingles, slopes 3:12 or greater.**
- 9.3.4.1 Fiberglass singles shall meet or exceed ASTM D 3018, Type I, carry UL, Class A and wind uplift labels, have hip and ridge factory pre-cut (where applicable). Nails are to be hot galvanized, 11 or 12 gauge, barb shank, 3/8" heads, sharp pointed and of sufficient length to penetrate at least 3/4" into decking. Use six nails per shingle; staples are not permitted.
- 9.3.4.2 Customer picks color.
- 9.3.4.3 Bituminous plastic cement shall meet or exceed Federal Specifications SS-C-153C, Type I, Class A, and shall be asbestos free.
- 9.3.4.4 On slopes 4:12 or greater, felt shall be 15 lbs. organic that meets ASTM D 226-89, Type I, and carry UL labels. On slopes 3:12 or greater but less than 4:12, install two layers of 15-lb. felt.
- 9.3.4.5 Inspect deck after old roof removal and repair any defects.
- 9.3.4.6 Install base felts and valley felts.
- 9.3.4.7 Install shingles per manufacturer's specifications.
- 9.3.4.8 If roof slopes less than 4" per 12", the installation requires a double layer of 15-lb. asphalt felt prior to application of shingles. [Unit price includes one layer of underlayment. If a second layer is required, it will be treated as a separate line item. A single layer of a 30 lb. coated organic base sheet may be installed in lieu of 15 lb. felts, when required.]
- 9.3.4.9 In high snow areas, use two each 30 lb. asphalt felts in lieu of 15 lb. felts.
- 9.3.4.10 Eave metal shall be 2" x 2", 26 gauge galvanized, unpainted. (need price line)

In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.

- 9.3.4.11 In high wind areas, use 3" x 2", 24 gauge galvanized, unpainted eave metal. (need price line)
- 9.3.4.12 In ice and snow country, install ice and water shield to a point two feet inside wall line at eaves, or as required by local code if it is more stringent. (need price line)
- 9.3.4.13 Warranty is to be prorated, labor and materials, for the length of the warranty period.
- 9.3.5 **Shingles, fiberglass, Class A, 30-year, premium laminated multilayered shingles, slopes 3:12 or greater.**
- 9.3.5.1 Fiberglass singles shall meet or exceed ASTM D 3018, Type I, carry UL, Class A and wind uplift labels, have hip and ridge factory pre-cut (where applicable). Nails are to be hot galvanized, 11 or 12 gauge, barb shank, 3/8" heads, sharp pointed and of sufficient length to penetrate at least 3/4" into decking. Use six nails per single; staples are not permitted.
- 9.3.5.2 Customer picks color.
- 9.3.5.3 Bituminous plastic cement shall meet or exceed Federal Specifications SS-C-153C, Type I, Class A, and shall be asbestos free.
- 9.3.5.4 On slopes of 4:12 or greater, felt shall be 15 lbs. organic that meets ASTM D 226-89, Type I, and carry UL labels.
- 9.3.5.5 Inspect deck after old roof removal and repair any defects.
- 9.3.5.6 Install base felts and valley felts.
- 9.3.5.7 Install shingles per manufacturer's specifications.
- 9.3.5.8 On slopes 3:12 but less than 4:12, the installation requires a double layer of 30-lb. asphalt felt prior to application of shingles. [Unit price includes one layer of underlayment. If a second layer is required, it will be treated as a separate line item. A single layer of a coated organic base sheet may be installed in lieu of 15-lb. felt, when required.]
- 9.3.5.9 In high snow areas, use two each 30 lb. asphalt felts in lieu of 15 lb. felts.
- 9.3.5.10 Eave metal shall be 2" x 2", 26 gauge galvanized, unpainted. (need price line)
- 9.3.5.11 In high wind areas, use 3" x 2" 24 gauge galvanized, unpainted eave metal. (need price line)
- 9.3.5.12 In ice and snow country, install ice and water shield to a point two feet inside wall line at eaves, or as required by local code if it is more stringent. (need price line)
- 9.3.5.13 Warranty is to be prorated, labor and materials, for the length of the warranty period.
- 9.3.6 **Replacement of clay or concrete roof tiles.**
- 9.3.6.1 Tile shall be of quality, finish, color, size and shape to match existing, or as selected by the customer.
- 9.3.6.2 Nails for tiles and cleats shall be copper, 11 gauge, large head and long enough to penetrate 3/4" into deck.
- 9.3.6.3 Flashing shall be 16 oz. copper.
- 9.3.6.4 Mortar shall be one part Portland cement, 4 parts sand and color matched to tile.
- 9.3.6.5 Plastic cement shall meet or exceed ASTM D 2822 and Federal Specification SS-C-153, Type I.
- 9.3.6.6 Sealant shall be silicone to meet or exceed ASTM D 1002 or ASTM D 42.
- 9.3.6.7 Begin installation only after verifying physical and environmental conditions are acceptable to accomplish work.
- 9.3.6.8 Install 40 lb. underlayment on slopes 4:12 or greater; install two 40 lb. underlayment on slopes less than 4:12 (or a 2-mil SBS modified sheet). Follow local codes for eaves, overhangs, and ice/snow conditions. In no case shall the underlayment be less than the manufacturer's specifications. Lay the felt underlayment horizontally; lap at least 4" over valley and gutter metal; turn up 6" against all abutting vertical surfaces where possible and extend without break over hips and ridges.

- 9.3.6.9 Nail each sheet along the edges, which will be covered by the lap of the next sheet; lap the sheet 3" at sides and 6" at ends and cement together.
- 9.3.6.10 Tile shall be laid in regular courses parallel with the eaves and no attempt made to stretch the courses. The courses shall be accurately spaced to finish even and parallel at the top of all level terminations.
- 9.3.6.11 When the slopes of the abutting roof surfaces are at the same pitch, the courses shall give a continuity of line across valleys and around hips. Valleys shall be open 6" wide between tiles. Fit the tiles closely at hips and ridges and around vent pipes, ventilators, and other projections through the roof.
- 9.3.6.12 Every piece of tile shall be secured by at least one fastening; Spanish tile shall have two, unless impractical. Where nailing is not possible, or to avoid nailing through sheet metal, use wire attached to nails driven above the metal line or to other permanent fastenings and set the tile in elastic cement. All tile shall be laid with an end lap of at least 3". Eave closures of pan and cover tile shall be recessed at least 1 1/2" from the lower end of the tile.
- 9.3.6.13 Hips and ridges shall have roll cover tile with closed hip starters and plain terminals. Field tile that verge along hips and valleys shall be cut before turning and valley tile shall have closed ends. Top fixtures shall be furnished at deck and ridge and at the lower side of abutting vertical surfaces. Gables shall have end bands, gable rakes and closed gable ends at ridge.
- 9.3.6.14 The lap of end bands, or cover tile on hips and ridges, of gable rakes to end bands and field tiles, and the spaces between field tiles and hip stringers shall be filled with elastic cement. A limited amount of elastic cement may be used for leveling tile and for pointing around eave closures and top fixtures.
- 9.3.6.15 All intersections of roofs with vertical surfaces of every kind and all openings in roof surfaces shall be flashed and counterflashed. Flashings shall turn up no less than 6" against abutting vertical surfaces where possible and shall be in as long lengths as practical. On slopes, they shall lap longitudinally not less than 3". Elsewhere the joints shall be flat-locked and soldered. Laps and locks shall be in the direction of water flow; ridges and deck molds shall be flashed over the wood stringers. Exposed bottom edges of all flashings shall be doubled under about 1/2" to straight lines.
- 9.3.6.16 At vertical surfaces along slopes, the flashings shall extend under the tile at least 4 1/2" with an upturned edge as high as the contour of the tile will permit. At the upper side of vertical surfaces, the flashings shall extend under the tile to the nails, with the upper edges turned back 1/2". Flashings at the lower side of vertical surface and the flashings of ridges and deck molds shall extend onto the roof tiles and top fixtures at least 4 1/2" and be bent down for stiffness.
- 9.3.6.17 At corners and projections through the roof, the intersecting base flashings shall be lapped or locked and the joints sweated with solder. Base flashings at the sides, which are normal to the tile courses, shall spill onto the roofing below.
- 9.3.6.18 Flashings at the sills of openings, which are not counterflashed, shall extend under the sills of the frames and turn up at least 3/4" at the back edges.
- 9.3.6.19 Base flashings at the curbs of roof openings, which are not counterflashed, shall turn over the tops of the curbs and be fastened on the inside by locking to continuous cleats of the same metal which shall be fastened every 4" to the curbs.
- 9.3.6.20 At low parapets and termination when not using step flashings, use 2.5-lb. lead flashing. Peen to fit tiles; use 2.5 lead stack flashings. (need prices for each)
- 9.3.6.21 Summary Note: remove existing tiles, carefully to avoid breakage. Stockpile existing clay or concrete roof tiles. Install a new 40 lb. inorganic asphalt felt underlayment; make

minor repairs to the existing flashings, then replace shingles in accordance with above specifications. New flashing installation will be done under a separate line item.

9.3.7 **Waterproofing sheet for shingles tiles, metal waterways, etc.**

9.3.7.1 Use a flexible, waterproof membrane, SBS modified, reinforced with a perm rating of .05 perms (ASTM E 96). Minimum weight, 31 lbs/100 s/f and minimum break strength, 130 lbf/in.

9.3.7.2 Sheet may be mechanically attached, set in adhesive, or have a peel-off backing.

9.3.7.3 Materials used must be acceptable to the manufacturer providing the warranty.

9.4 **Roofing and Roof Restoration**

9.4.1 **Remove built-up roof, multi-ply with aggregate, non-asbestos, one inch thick or less.**

9.4.1.1 Remove existing roofing down to roof deck or insulation.

9.4.1.2 Daily remove all debris from job site and dispose of in an approved landfill.

9.4.1.3 Be sure all debris is removed from deck and in any area litter might settle.

9.4.1.4 All demolition work must comply with OSHA, NCRA, EPA, and local building codes and regulations.

9.4.1.5 If applicable, remove all fasteners from decking.

9.4.1.6 Spud embedded aggregate.

9.4.1.7 Using roofing spades, maddox or mechanical device, remove embedded gravel from roof membrane.

9.4.1.8 Sweep loose aggregate from roof membrane.

9.4.1.9 Remove all loose gravel from roof membrane by power broom and dispose of collection in approved dump, or as directed by owner.

9.4.1.10 Wet vacuum loose aggregate from roof membrane; prime substrate.

9.4.1.11 Using mechanical wet vacuum, remove all loose rock and debris from roof membrane.

9.4.1.12 Prime substrate: clean roof or substrate removing all dirt and debris prior to priming.

9.4.1.13 Prime using asphaltic primer at the rate of one gallon to 100-150 square feet; allow to dry.

9.4.2 **Remove single-ply roof: ballast, and membrane only.**

9.4.2.1 Remove existing ballast from surface or roof membrane using manual labor, roof vac or mechanical means.

9.4.2.2 Do not pile ballast in piles that would exceed load limit on total roof system.

9.4.2.3 All ballast to be removed by use of closed chute or mechanically. Do not throw from roof into truck or dumpster.

9.4.2.4 Cut single-ply membrane into pieces small enough so they can safely be removed.

9.4.2.5 Dispose of single-ply membrane in approved dumpsite.

9.4.2.6 Prime contractor is responsible to determine local regulations for disposal of roof materials.

9.4.2.7 Do not remove more membrane than can be replaced or dried in daily, especially in monsoon season.

9.4.3 **Remove single-ply roof, membrane partially or fully adhered.**

9.4.3.1 Cut single-ply membrane into pieces that are no larger than can safely be removed.

9.4.3.2 Dispose of membrane in approved dumpsite.

9.4.3.3 Prime contractor is responsible to determine local regulations for disposal of roof materials.

9.4.3.4 Do not remove more membrane than can be replaced or dried in daily.

9.4.4 Remove single-ply roof, membrane mechanically attached.

9.4.4.1 Cut single-ply membrane into pieces that are no larger than can safely be removed.

9.4.4.2 Using screw gun or drill motor, remove fasteners. Dispose of leftovers in approved dumpsite.

9.4.4.3 Prime contractor is responsible to determine local regulations for disposal of roof materials.

9.4.4.4 Do not remove more membrane than can be replaced or dried in daily.

- 9.4.5 **Remove copper sheet roofing.**
- 9.4.5.1 Use 15 lb. building paper, FS HH-R-595-B, Type 15A, Style B, ASTM 226-77, unperforated. Nails to be hot dipped, galvanized, 11 or 12 gauge, smooth shank, 1" square metal heads, at least 1" long for dry in.
- 9.4.5.2 Remove specified roofing using the finest equipment and tools for the job. Remove and dispose of all felts, flashings, battens, and counterflashing, as required.
- 9.4.5.3 Barricade and protect the property (to avoid lawsuits from unhappy parents or teachers).
- 9.4.5.4 All work, including use of building paper, to be coordinated with the owner's representative.
- 9.4.5.5 All demolition work and disposal of debris must comply with OSHA, NCRA, EPA, and local building codes and regulations; fall protection as required.
- 9.4.6 **Base sheet, 3-ply fiberglass, Type IV (or appropriate Type) asphalt (17-year roof).**
- 9.4.6.1 Water-based asphalt primer that meets ASTM D 3960-87.
- 9.4.6.2 Asphalt, Type IV (or appropriate Type) steep to meet UL, Class A, ASTM D 312-84.
- 9.4.6.3 Fiberglass base sheet, Type G-2, ASTM D 4601-86, high performance, weight, 33 lbf/100 s/f, tensile break strength 90 lbs/lbf in MD, 70 lbs/lbf in XD.
- 9.4.6.4 Fiberglass ply sheet, Type IV, ASTM D 2178.
- 9.4.6.5 Prime existing surface with primer specified at a rate of 150-200 square feet per gallon, when required (prime is a separate line item).
- 9.4.6.6 Continuously mop base sheet and three plies of specified fiberglass ply sheets with interply asphalt at a rate of 25 lbs. per square per ply. Felts to be installed according to manufacturer's specifications.
- 9.4.6.7 Top surfacing as specified elsewhere.
- 9.4.7 **Base sheet, 4-ply fiberglass, mechanically attached (17-year roof).**
- 9.4.7.1 Fiberglass base sheet, Type G-2 to meet ASTM D 4601-86, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM; fiberglass plies sheets, Type IV.
- 9.4.7.2 Mechanical fasteners for wood decks, 1" ringed shank nails with 1" capped head as made by Maze or Simplex; for wood fiber decks, Olympic GTL fasteners or approved equal; light weight deck, Olympic base ply fastener, Tremco/Olympic base ply fastener, Zonolite base ply fastener or approved equal.
- 9.4.7.3 Starting at low point, install specified base sheet to deck using approved fasteners in accordance with FM I-90 wind uplift requirements.
- 9.4.7.4 Regularly mop four plies of specified fiberglass ply sheets with interply asphalt applied at the rate of 25 lbs. per square per ply, following manufacturer's instruction.
- 9.4.7.5 Top surfacing as specified elsewhere.
- 9.4.8 **Fiberglass cap finishing membrane**
- 9.4.8.1 Install over hot-applied multi-ply BUR assembly in Type IV (or appropriate Type) asphalt.
- 9.4.8.2 Apply as per manufacturer's instruction.
- 9.4.9 **Base sheet with 2 plies, fiberglass felts, Type IV asphalt (or appropriate type).**
- 9.4.9.1 Materials include primer; fiberglass base sheet, Type G-2, to meet ASTM D 4601-86, high performance, weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in. in XM; Type VI fiberglass felts that meet or exceed ASTM D 2178-88, Type VI; asphalt Type IV steep (or appropriate type), UL, Class A, ASTM D-312-84.
- 9.4.9.2 Prepare substrate as required by prime contractor.
- 9.4.9.3 Continuously mop base sheet and plies of fiberglass base sheet.
- 9.4.9.4 Plies are to be adhered with approved asphalt at the rate of 25 lbs. per square per ply.
- 9.4.9.5 All felts are to be broomed when applied.
- 9.4.9.6 Fishmouths, voids, wrinkles and other disfigurements will not be accepted.
- 9.4.9.7 Extend all plies 1" or 2" above cant and seal.
- 9.4.9.8 Prime contractor must approve final roofing system.

- 9.4.9.9 Final system must carry UL, Class A, and FM I-90 approvals and insulation attachment patterns when insulation has been used.
- 9.4.9.10 Top surfacing as specified elsewhere.
- 9.4.10 **Base sheet with 3 plies, fiberglass felts, Type IV asphalt (or appropriate Type).**
- 9.4.10.1 Materials include primer; fiberglass base sheet, Type G-2, to meet ASTM D 4601-86, high performance, weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in. in XM; Type VI fiberglass felts that meet or exceed ASTM D 2178-88, Type VI; asphalt Type IV steep (or appropriate Type), UL, Class A, ASTM D-312-84.
- 9.4.10.2 Prepare substrate as required by prime contractor.
- 9.4.10.3 Continuously mop base sheet and plies of fiberglass ply sheets.
- 9.4.10.4 Plies are to be adhered with approved asphalt at the rate of 25 lbs. per square per ply.
- 9.4.10.5 All felts are to be broomed when applied.
- 9.4.10.6 Fishmouths, voids, wrinkles and crinkles will not be accepted.
- 9.4.10.7 Extend all plies 1" above cant and seal.
- 9.4.10.8 Prime contractor must approve final roofing system.
- 9.4.10.9 Final system must carry UL, Class A, and FM I-90 approvals and insulation attachment patterns when insulation has been used.
- 9.4.10.10 Top surfacing as specified elsewhere.
- 9.4.11 **Base sheet mechanically attached with 4 plies, Type VI fiberglass felts, Type IV (or appropriate Type) asphalt.**
- 9.4.11.1 Materials include primer; fiberglass base sheet, Type G-2, to meet ASTM D 4601-86, high performance, weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in. in XM; Type VI fiberglass felts that meet or exceed ASTM D 2178-88; UL listed fiberglass.
- 9.4.11.2 Prepare substrate as required by prime contractor.
- 9.4.11.3 Mechanical fasteners for wood decks, 1" ringed shank nails with 1" capped head as made by Maze or Simplex; for wood fiber decks, Olympic GTL fasteners or approved equal; lightweight deck, Olympic base ply fastener, Tremco/Olympic base ply fastener, Zonolite base ply fastener or approved equal. (add necessary price lines)
- 9.4.11.4 Starting at low point, install specified base sheet to deck using approved fasteners in accordance with FM I-90 wind uplift requirements.
- 9.4.11.5 Regularly mop four plies of specified fiberglass ply sheets with interply asphalt applied at the rate of 25 lbs. per square per ply, following manufacturer's instruction.
- 9.4.11.6 Top surfacing as specified elsewhere.
- 9.4.11.7 Final system must carry UL, Class A, and FM I-90 approvals and attachment patterns for base sheet.
- 9.4.12 **Nailed base sheet, 3 plies Type VI fiberglass felts, fiberglass cap, Type IV (or appropriate Type) asphalt.**
- 9.4.12.1 Materials include: fiberglass base sheet, Type G-2, to meet ASTM D 4601-86, high performance, weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in. in XM; ply sheet, G-1, Type VI; asphalt Type IV steep (or appropriate Type) , UL, Class A, ASTM D-312-84.
- 9.4.12.2 Prepare substrate as required by prime contractor.
- 9.4.12.3 Nail base sheet per manufacturer's instruction.
- 9.4.12.4 Plies are to be adhered with approved asphalt at the rate of 25 lbs. per square per ply.
- 9.4.12.5 All felts are to be broomed when applied.
- 9.4.12.6 Fishmouths, voids, wrinkles and puckers will not be accepted.
- 9.4.12.7 Extend all plies 1" above cant and seal.
- 9.4.12.8 Prime contractor must approve final roofing system.
- 9.4.12.9 Final system must carry UL, Class A, and FM I-90 approvals.
- 9.4.12.10 Top surfacing as specified elsewhere.
- 9.4.13 **Base sheet with 4 plies; 2 polyester and 2 fiberglass felts, Type IV (or appropriate Type) asphalt (20-year roof).**

- 9.4.13.1 Materials include primer; fiberglass base sheet, Type G-2, to meet ASTM D 4601-86, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM; polyester ply sheets, continuous filament, heat resistant, spun bonded polyester to meet Federal Test Method 101-2031 for punctures, ASTM D 737-75 for permeability, weight to be minimum 3.1 lbs/100 square feet as in ASTM D 312-84; Type VI fiberglass felts that meet or exceed ASTM D 2178-88, Type VI; asphalt Type IV steep (or appropriate Type), UL, Class A, ASTM D-312-84.
- 9.4.13.2 Prepare substrate as required by prime contractor.
- 9.4.13.3 Continuously mop base sheet and four plies (two plies of polyester and two plies of fiberglass felts). Felts are to be installed in shingle fashion.
- 9.4.13.4 Plies are to be adhered with approved asphalt at the rate of 25 lbs. per square per ply.
- 9.4.13.5 All felts are to be broomed when applied.
- 9.4.13.6 Fishmouths, voids, wrinkles and other ugliness will not be accepted.
- 9.4.13.7 Extend all plies 1"-2" above cant and seal.
- 9.4.13.8 If required, install glaze coat of asphalt at the rate of 15 lbs. per square.
- 9.4.13.9 Prime contractor must approve final roofing system, and then surface is topped. Top surfacing as specified elsewhere.
- 9.4.13.10 **Final system must carry UL, Class A, and FM I-90 approvals and attachment patterns for base ply.**
- 9.4.14 **Built-up roof, base sheet with 3 plies polyester roofing sheet, Type IV (or appropriate Type) asphalt (20-year roof).**
- 9.4.14.1 Materials include primer; fiberglass base sheet, Type G-2, to meet ASTM D 4601-86, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM; polyester ply sheets, continuous filament, heat resistant, spun bonded polyester to meet Federal Test Method 101-2031 for punctures, ASTM D 737-75 for permeability, weight to be minimum 3.1 lbs/100 square feet as in ASTM D 312-84; asphalt Type IV steep (or appropriate Type), UL, Class A.
- 9.4.14.2 Prepare substrate as required by manufacturer.
- 9.4.14.3 Continuously mop base sheet and three plies of heat stabilized polyester with interply mopping of Type IV asphalt (or appropriate Type) at the rate of 25 lbs. per square per ply.
- 9.4.14.4 Plies are to be installed shingle fashion.
- 9.4.14.5 All felts are to be broomed when applied. Do not walk on felts.
- 9.4.14.6 Fishmouths, voids, wrinkles and other irregularities will not be accepted.
- 9.4.14.7 Extend all plies 1" above cant and seal edges.
- 9.4.14.8 If required, install glaze coat of asphalt at the rate of 15 lbs. per square.
- 9.4.14.9 Prime contractor must approve final roofing system, and then surface is topped. Top surfacing as specified elsewhere.
- 9.4.14.10 Final system must carry UL, Class A, and FM I-90 approvals and attachment patterns for base ply.
- 9.4.15 **Built-up roof, base sheet with 3 plies Type G2 fiberglass, cold process adhesive (20-year roof).**
- 9.4.15.1 Fiberglass base ply, 33 lb., Type G-2, to meet ASTM D 4601-86, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM, approved by manufacturer.
- 9.4.15.2 Cold asphalt adhesive, UL approved, applied at 3 gallons per 100 square feet, inner ply. Must meet SCAQMD VOC limits and contain no asbestos as per ASTM D 276-87.
- 9.4.15.3 Top surfacing as specified elsewhere.
- 9.4.15.4 Install base plus three plies with cold asphalt adhesive at the rate of 3 gallons per square per ply.
- 9.4.15.5 Plies to extend to top of cants and nail 8" o.c.
- 9.4.15.6 Wood nailers to provide membrane termination. Nail per prime contractor.

- 9.4.15.7 Manufacturer must approve final system.
- 9.4.16 **Built-up roof, base sheet plus 4 plies Type G2 fiberglass, cold process adhesive (30-year roof).**
 - 9.4.16.1 Fiberglass base ply, 33 lb., Type G-2, to meet ASTM D 4601-86, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM, tensile 80 psi, approved by manufacturer.
 - 9.4.16.2 Cold asphalt adhesive, UL approved, applied at 3 gallons per 100 square feet, inner ply. Must meet SCAQMD VOC limits and contain no asbestos as per ASTM D 276-87.
 - 9.4.16.3 Top surfacing as specified elsewhere.
 - 9.4.16.4 Install base plus four plies with cold asphalt adhesive at the rate of 3 gallons per square per ply.
 - 9.4.16.5 Plies to extend to top of cants and nail 8" o.c.
 - 9.4.16.6 Wood nailers to provide membrane termination. Nail per prime contractor.
 - 9.4.16.7 Final system must carry UL, Class A, and FM I-90 approvals.
- 9.4.17 **Built-up roof, base sheet, 1 ply Type VI fiberglass, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (15-year roof).**
 - 9.4.17.1 Fiberglass base ply, 33 lb., Type G-2, to meet ASTM D 4601-86, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM, approved by manufacturer.
 - 9.4.17.2 Asphalt, Type IV steep (or appropriate Type), UL class A, ASTM D 312-84.
 - 9.4.17.3 Type VI Fiberglass felts, ASTM D 2178-88A; modified bitumen sheet, SBS elastomers with reinforcement. Thickness: 0.160', ASTM D 751-89. Tensile strength, 148 MD and 122 CD lbf/in., ASTM D 2523-84 at 0°F. Puncture meets FTMS 101C 2031 (modified).
 - 9.4.17.4 Prepare substrate as required by prime contractor.
 - 9.4.17.5 Continuously mop base sheet, ply sheet and modified bitumen sheet into specified bitumen, Type IV, ASTM D 312.
 - 9.4.17.6 Install base sheet and roofing ply starting at low point in shingle fashion with asphalt at rate of 25 lbs. per square per ply.
 - 9.4.17.7 Broom felts with broom.
 - 9.4.17.8 Install modified bitumen sheet in hot asphalt at a rate of 23 lbs. per 100 square feet. Roll edge to ensure positive bond. Broom out air pockets and voids at application; end lap 12" and staggered 3' minimum. Head lap 4".
 - 9.4.17.9 Top surface to be granule unless noted by line item on work order.
 - 9.4.17.10 Final system must carry UL, Class A, and FM I-90 approvals.
- 9.4.18 **Built-up roof, base sheet, 2 ply polyester roofing sheet, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (or appropriate Type), (20-year roof).**
 - 9.4.18.1 Fiberglass base ply, 33 lb., Type G-2, to meet ASTM D 4601-86, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM, approved by manufacturer.
 - 9.4.18.2 Asphalt, Type IV steep (or appropriate Type), UL class A, ASTM D 312-84; Polyester ply sheet, continuous filament, heat resistant, spun bonded polyester, to meet Federal Test Method 101C-2031 for punctures, ASTM D 737-75 for permeability. Weight to be minimum 3.1 lb./in MD-240 lbf/in. XM ASTM D 2523-84 puncture 101C-2031 (modified).
 - 9.4.18.3 Modified bitumen sheet, SBS elastomers with reinforcement. Thickness: 0.160', ASTM D 751-89; Tensile strength, 148 MD and 122 CD lbf/in., ASTM D 2523-84 at 0°F. Puncture meets FTMS 101C 2031 (modified).
 - 9.4.18.4 Prepare substrate as required by prime contractor.
 - 9.4.18.5 Continuously mop base sheet, ply sheet and modified bitumen sheet into specified bitumen, Type IV, ASTM D 312.
 - 9.4.18.6 Install base sheet and roofing ply starting at low point in shingle fashion with asphalt at rate of 25 lbs. per square per ply.

- 9.4.18.7 Install ply sheets in continuous mopping of asphalt. Broom plies as applied and be sure ply has total adhesion and bleed through.
- 9.4.18.8 Install modified bitumen sheet in hot asphalt at a rate of 23 lbs. per 100 square feet. Roll edge to ensure positive bond. Broom out air pockets and voids at application; end lap 12" and staggered 3' minimum. Head lap 4".
- 9.4.18.9 Extend plies to top of cants and seal. Fishmouths, voids, wrinkles and other irregularities will not be accepted.
- 9.4.18.10 Top surface to be granules unless noted by line item on work order.
- 9.4.18.11 Final roofing system must carry UL, Class A, and FM I-90 approvals.
- 9.4.19 **Built-up roof, base sheet, G-2, 33 lb., mechanically attached.**
- 9.4.19.1 Fiberglass base ply, 33 lb., Type G-2, ASTM D 4601-86 average tensile, 80 psi, approved by manufacturer.
- 9.4.19.2 Nail to substrate to FM I-90 design standards.
- 9.4.20 **Built-up roof, base sheet, G-2, 33 lb., Type IV asphalt.**
- 9.4.20.1 Fiberglass base ply, 33 lb., Type G-2, ASTM D 4601-86 average tensile, 80 psi, approved by manufacturer.
- 9.4.20.2 Apply asphalt into uniform and continuous mopping at a rate of 25-lbs./100 s/f.
- 9.4.21 **Built-up roof, premium asphalt, added cost per ply per square foot.**
- 9.4.21.1 Premium IV asphalt, ASTM D 312-89, high quality steep asphalt (appropriate type), process from highly monitored asphalt flux.
- 9.4.21.2 Apply Premium IV asphalt where specified by work order at minimum rate of 25 lbs. per square per ply.
- 9.4.22 **Built-up roof, modified bitumen adhesive, added cost per ply per square foot.**
- 9.4.22.1 Modified bitumen adhesive, a polymer formulation applied as a hot melt adhesive, made of unblown asphalt and modified with selected polymers. Must be both UL and FM approved. Elongation at 77°F, 1000%. ASTM D 412-87.
- 9.4.22.2 Apply modified bitumen adhesive in place of asphalt where specified in work order.
- 9.4.22.3 Interply rate minimum 27 lbs. per 100 square feet.
- 9.4.22.4 Manufacturer on each system must approve results.
- 9.4.23 **Built-up roof, surface with cold asphaltic surfacing adhesive and gravel.**
- 9.4.23.1 Cold asphalt adhesive, UL approved. Must meet SCAQMD VOC limits and contain no asbestos as per ASTM D 276-87. Density at 77°F, 8.2 lb./gallon, ASTM D 2196-81. Non-volatile content 75%, ASTM D 4496-81. VOC 240 g/l, ASTM D 3960-89.
- 9.4.23.2 Prime if required by work order or if work surface has been contaminated.
- 9.4.23.3 Roof gravel, size 6, ASTM 1863-86.
- 9.4.23.4 If on work order, prime roof surface with asphalt primer.
- 9.4.23.5 Apply flood coat of asphalt adhesive at 5 gallons per 100 square feet.
- 9.4.23.6 Broadcast roof gravel at rate of 500 lbs. per square.
- 9.4.23.7 Rake gravel smooth.
- 9.4.23.8 Completed system must have UL 790 Class A rating.
- 9.4.24 **Built-up roof, surface with emulsion and granules.**
- 9.4.24.1 If on work order, use primer.
- 9.4.24.2 Use high performance rubberized emulsion and #11 white ceramic roof granules.
- 9.4.24.3 Asbestos content, none. Density at 77°F 8.4 lb./gallon, ASTM D 1475-90. Residue by evaporation 50%, ASTM 2939-94. Ash content 4.0% of total sample, ASTM D 2939-92. Tensile at 77°F, minimum 45 psi, ASTM D 12-92. Elongation at 77°F, minimum 200%, ASTM D 412-92. MVT 4 g/100 square inches/24 hours, ASTM E 398-83.
- 9.4.24.4 Apply emulsion to roof surface at rate of 4 gallons per square.
- 9.4.24.5 Promptly install ceramic roof granules into emulsion at rate of 80 lbs. per square.
- 9.4.25 **Built-up roof, surface with emulsion and aluminum coating.**
- 9.4.25.1 If on work order, use primer.

- 9.4.25.2 Use high performance rubberized emulsion.
- 9.4.25.3 Asbestos content, none. Density at 77°F 8.4 lb./gallon, ASTM D 1475-90. Residue by evaporation 50%, ASTM 2939-94. Ash content 4.0% of total sample, ASTM D 2939-92. Tensile at 77°F, minimum 45 psi, ASTM D 12-92. Elongation at 77°F, minimum 200%, ASTM D 412-92. MVT 4 g/100 square inches/24 hours, ASTM E 398-83.
- 9.4.25.4 Apply emulsion to roof surface at rate of 4 gallons per 100 square feet and let cure for 30 days.
- 9.4.25.5 Install aluminum reflective coating to roof surface at rate of 1 gallon per 150 square feet. Two coats required. Asbestos content, none. Density at 77°F, 7.95 lbs./gallon, ASTM D 1475-90. Non-volatile matter, minimum 48%, ASTM D 1644-93. Metallic aluminum, minimum 11%, ASTM D 2824-85. VOC 478 q/l, ASTM 3460-93.
- 9.4.26 **Built-up roof, surface with emulsion and white elastomeric coating.**
- 9.4.26.1 Water-based asphalt primer, if required on work order.
- 9.4.26.2 High performance, high solids, reflective, fire retardant coating.
- 9.4.26.3 Prime roof, if conditions require priming. See priming line item.
- 9.4.26.4 Apply emulsion to roof surface at rate of .75 gallons per 100 square feet and let cure, per manufacturer's recommendation. Asbestos content, none. Density at 77°F 8.4 lb./gallon, ASTM D 1475-90. Residue by evaporation 50%, ASTM 2939-94. Ash content 4.0% of total sample, ASTM D 2939-92. Tensile at 77°F, minimum 45 psi, ASTM D 12-92. Elongation at 77°F, minimum 200%, ASTM D 412-92. MVT 4 g/100 square inches/24 hours, ASTM E 398-83.
- 9.4.26.5 Apply white fire retardant coating consisting of two coats at a rate of 1 gallon per 100 square feet per coat. Density at 77°F, 12.2 lbs./gallon, ASTM D 1475-90. Reflectance: Hunter at 90.0%, ASTM E 1347-90. Non-volatile content 67%, ASTM D 1644-88. VOC 155 q/l, ASTM D 3960-89.
- 9.4.26.6 On vertical surfaces, apply in two coats at the rate of 2 gallons per 100 square feet.
- 9.4.27 **Built-up roof, surface with aluminum coating or paint.**
- 9.4.27.1 If on work order, use primer.
- 9.4.27.2 Aluminum reflective coating. Asbestos content, none. Density at 77°F, 7.95 lbs./gallon, ASTM D 1475-90. Non-volatile matter, minimum 48%, ASTM D 1644-93. Metallic aluminum, minimum 11%, ASTM D 2824-85. VOC 478 q/l, ASTM 3460-93.
- 9.4.27.3 Prime roof with asphalt primer, if ordered.
- 9.4.27.4 Install aluminum reflective coating to roof surface at rate of 1 gallon per 150 square feet. Two coats required.
- 9.4.28 **Built-up roofing, surface with high solids white elastomeric coating.**
- 9.4.28.1 Water-based asphalt primer, if required on work order. All materials to be asbestos free. Mastic shall be minimum 80% solids, ASTM D 1475-85.
- 9.4.28.2 High performance, high solids, reflective, fire retardant coating.
- 9.4.28.3 Prime roof, if conditions require (see primer elsewhere).
- 9.4.28.4 Apply high solids elastomeric in one or two applications depending upon climatic conditions. Do not apply below 45°F. Apply in two applications of 2 gallon/100 s/f when temperature range is between 45°-70°F and one coat when temperature exceeds 70°F and relative humidity is below 70%. Density at 77°F, 6.8 lbs./gallon, ASTM D 1475-90. Non-volatile content, higher than 62%, ASTM D1644-88. Asbestos and VOC, none.
- 9.4.29 **Built-up roofing repairs; fibered asphalt mastic, brush grade, with fiberglass mesh.**
- 9.4.29.1 Asphalt mastic, reinforcement mesh, and primer. All materials shall be asbestos free. Non-volatile content 75%, ASTM D 4586-93. Density at 77°F, 10.1 lb./gallon, ASTM 1475-90. Adhesion to wet surface minimum 75%, ASTM D 3409-93.

- 9.4.29.2 Apply an 1/8" thick layer of mastic over repair area. Brush in reinforcement mesh removing all wrinkles. Apply second layer of mastic and install second layer of mesh extending 1" past last layer in all directions.
- 9.4.29.3 Always install same number of plies as removed (2 minimum).
- 9.4.29.4 Coat repair work as on work order.
- 9.4.30 **Built-up roofing repairs; pitch-based mastic, with fiberglass mesh.**
- 9.4.30.1 Pitch-based mastic and reinforcement mesh. All materials shall be asbestos free. Non-volatile content 73%, ASTM D 4022-81. Density at 77°F, 9.1 lb./gallon, ASTM 1475-90. Adhesion to wet surface minimum 75%, ASTM D 3409-81. VOC 330 g/l, ASTM 3960-89.
- 9.4.30.2 Apply an 1/8" thick layer of mastic over repair area. Brush in reinforcement mesh removing all wrinkles. Apply second layer of mastic and install second layer of mesh extending 1" past last layer in all directions.
- 9.4.30.3 Always install same number of plies as removed (2 minimum).
- 9.4.30.4 Coat repair work as on work order.
- 9.4.31 **Built-up roofing repairs; elastomeric mastic, with fiberglass mesh.**
- 9.4.31.1 Elastomeric mastic and reinforcement mesh. All materials shall be asbestos free. Non-volatile content of mastic, minimum 82%, ASTM D 4586-86. Density at 77°F, 8.1 lb./gallon, ASTM D 1475-85. Tensile at 77°F, 40 psi at 100% elongation, ASTM D 412-87. Elongation at 77°F, 1,000%, at -30°F, 100%, ASTM D 412-87. MVTR 0.5-1.10 g/100 inches square/24 hours, ASTM E 398-83 (88). Flexibility at -40°F, no cracking TRC 737.
- 9.4.31.2 Apply an 1/8" thick layer of mastic over repair area. Brush in reinforcement mesh removing all wrinkles. Apply second layer of mastic and install second layer of mesh extending 1" past last layer in all directions.
- 9.4.31.3 Always install same number of plies as removed (2 minimum).
- 9.4.31.4 Coat repair work as on work order.
- 9.4.32 **Built-up roofing restoration, coal tar pitch roofs.**
- 9.4.32.1 Mastics, as needed.
- 9.4.32.2 Cold applied, penetrating tar base resaturant. All materials shall be asbestos free. Solids by weight, minimum 55%, ASTM D 2823-75 (81). Density at 77°F, 9.6 lb./gallon, ASTM D 1475-85. MVTR 0.03-0.3 g/100 inches squared/24 hours, ASTM E 398-83.
- 9.4.32.3 Size 6, 1/2" round river rock, ASTM D 1863-86.
- 9.4.32.4 Remove gravel and repair defects as outlined on work order.
- 9.4.32.5 Apply coal tar resaturant, 8 gallons per square, as specified by manufacturer.
- 9.4.32.6 Material is to be spray applied, unless manufacturer only specifies brushing. A mechanical pump with a minimum ratio of 11:1 is to be used for material delivery.
- 9.4.32.7 Warm material for ease of delivery, but must not exceed 110°F. The material will not be thinned in any manner.
- 9.4.32.8 Round river rock, 1/2", shall be spread evenly on the treated mat surface at the rate of 500 lbs./ square. The aggregate shall be clean and new. Crushed coral, slag or sandstone will not be acceptable.
- 9.4.32.9 If only a portion of roof mat is designed for restoration, then only the same size and type of aggregate will be replaced.
- 9.4.33 **Built-up roofing restoration, odorless, coal tar pitch or asphalt roofs.**
- 9.4.33.1 Mastics, as needed.
- 9.4.33.2 Cold applied, ecologically safe, odorless base resaturant. All materials shall be asbestos free. Resaturant water content 40%, ASTM D 3792-86. Density at 77°F 8.6 lb./gallon, ASTM D 1475-85. Low temperature flexibility at 45°F, no cracking or loss of adhesion TRC 715.
- 9.4.33.3 Size 6, 1/2" river rock, ASTM D 1863-86.
- 9.4.33.4 Remove gravel and repair defects as outlined on work order.

- 9.4.33.5 Apply resaturant, 8 gallons per square, as specified by manufacturer.
- 9.4.33.6 Material is to be spray applied, unless manufacturer specifies brushing only. A mechanical pump with a minimum ratio of 11:1 is to be used for material delivery.
- 9.4.33.7 Material should be warmed for ease of delivery, but must not exceed 110°F. The material will not be thinned in any manner.
- 9.4.33.8 Round river rock, 1/2", shall be spread evenly on the treated mat surface at the rate of 500 lbs./ square. The aggregate shall be clean and new. Crushed coral, slag or sandstone will not be acceptable.
- 9.4.33.9 If only a portion of roof mat is designed for resaturation, then only the same size and type of aggregate will be replaced.
- 9.4.34 **Single-ply roof, CSPE, 45 mils reinforced, asbestos free, mechanically fastened.**
- 9.4.34.1 CSPE membrane, 45 mil, reinforced with high strength polyester scrim (10 x 10).
- 9.4.34.2 Cleaning solvent, tri-chlorethelene.
- 9.4.34.3 Seam adhesive, contact adhesive as supplied by membrane manufacturer.
- 9.4.34.4 Flash adhesive, one part elastomer.
- 9.4.34.5 Seam sealer, one part white silicone as supplied by membrane manufacturer.
- 9.4.34.6 Flashing sheet, CSPE, 45 mil, reinforced.
- 9.4.34.7 Mechanical fastener as specified by membrane manufacturer.
- 9.4.34.8 Starting at low edge of roof, lay roofing sheet parallel to edge of roof, being careful not to fall off. Outside edge to extend below outside edge of wood nailer a minimum of 1/2".
- 9.4.34.9 Install mechanical fasteners and plates at top edge of sheet, as per manufacturer's instructions.
- 9.4.34.10 Lay next run of roofing sheet shingle fashion onto roof surface.
- 9.4.34.11 Each sheet to have a 6" lap minimum. Lay all laps shingle fashion to permit drainage.
- 9.4.34.12 Clean all laps with approved solvent.
- 9.4.34.13 Adhere seams and end laps with contact adhesive, as specified by manufacturer.
- 9.4.34.14 Roll lap with 2" steel roller to ensure positive adhesion.
- 9.4.34.15 Install flashing sheet in flashing adhesive to substrate as specified.
- 9.4.34.16 Caulk at exposed edges of flashings and field seams with silicone sealant, as specified.
- 9.4.35 **Single-ply roof, CSPE, 60 mils reinforced, asbestos free, mechanically fastened.**
- 9.4.35.1 CSPE membrane, 60 mil, reinforced with high strength polyester scrim (10 x 10).
- 9.4.35.2 Cleaning solvent, tri-chlorethelene.
- 9.4.35.3 Seam adhesive; use adhesive supplied by membrane manufacturer.
- 9.4.35.4 Flash adhesive, one part elastomer.
- 9.4.35.5 Seam sealer, one part white silicone as supplied by membrane manufacturer.
- 9.4.35.6 Flashing sheet, CSPE, 60 mil, reinforced.
- 9.4.35.7 Mechanical fastener as specified by membrane manufacturer.
- 9.4.35.8 Starting at low edge of roof, lay roofing sheet parallel to edge of roof, being careful not to fall off. Outside edge to extend past outside edge of wood nailer 1/2".
- 9.4.35.9 Install mechanical fasteners and plates at top edge of sheet, as per manufacturer's instructions.
- 9.4.35.10 Lay next run of roofing sheet shingle fashion onto roof surface.
- 9.4.35.11 Each sheet to have a 6" lap minimum. Lay all laps shingle fashion to permit drainage.
- 9.4.35.12 Clean all laps with approved solvent.
- 9.4.35.13 Adhere seams and end laps with contact adhesive, as specified by manufacturer.
- 9.4.35.14 Roll lap with 2" steel roller to ensure positive adhesion.
- 9.4.35.15 Install flashing sheet in flashing adhesive to substrate as specified.
- 9.4.35.16 Caulk at exposed edges of flashings and field seams with silicone sealant, as specified.
- 9.4.36 **Single-ply roofing repairs (CSPE, PVC, and EPDM).**
- 9.4.36.1 Materials: single-ply membrane to match existing.
- 9.4.36.2 Adhesive and mastics to match existing.
- 9.4.36.3 Sealant to match existing.

- 9.4.36.4 Clean repair area.
- 9.4.36.5 Make repairs according to work order. All work must conform to existing systems manufacturer's specifications.
- 9.4.37 **Flashing membrane, 2 ply, Type IV or Type VI fiberglass.**
 - 9.4.37.1 Type VI fiberglass felt, ASTM D 2178-86A, Class I.
 - 9.4.37.2 Asphalt, Type IV steep (or appropriate type), ASTM D 312-84, UL labeled.
 - 9.4.37.3 Install two plies of felts to flashing area in a continuous mopping of specified asphalt at a rate of 30 lbs. per square per ply.
 - 9.4.37.4 Felts not to extend over 12" above roof mat and not less than 8". Ply must extend a minimum of 4" past toe of cant.
 - 9.4.37.5 Nail 8" on center with simplex type fasteners or apply pressure bar.
- 9.4.38 **Flashing membrane, 1 ply polyester and 1 ply modified bitumen.**
 - 9.4.38.1 Polyester heat stabilized roofing ply sheet that meets Federal Test Method 101C-2031, ASTM D 737-87, weight 3.1 lbs/100 square feet per ASTM D 3776-85.
 - 9.4.38.2 Modified bitumen sheet, SBS elastomer with reinforcement. Thickness 0.150 ", ASTM D 751-89.
 - 9.4.38.3 Asphalt, Type IV steep (or appropriate type), UL class A, ASTM D 312-84.
 - 9.4.38.4 Install flashing ply as directed by manufacturer in continuous mopping of asphalt at 30 lbs. per square per ply. Not to exceed 12" height above roof, minimum height, 8" with 4" out from toe to cant.
 - 9.4.38.5 Nail felts 8" on center with simplex type fasteners or apply pressure bar.
- 9.4.39 **Flashing membrane, 2 ply, polyester.**
 - 9.4.39.1 Polyester heat stabilized roofing ply sheet that meets Federal Test Method 101C-2031, ASTM D 737-75.
 - 9.4.39.2 Final surfacing listed elsewhere.
 - 9.4.39.3 Install flashing ply as directed by manufacturer in continuous mopping of asphalt at 30 lbs. per square per ply. Not to exceed 12" height above roof, minimum height, 8" with 4" out from toe to cant. Nail 8" on center with simplex type fasteners or apply pressure bar.
- 9.4.40 **Flashing membrane, CSPE.**
 - 9.4.40.1 Hypalon (CSPE) reinforced, 0.045 thick elastomer molded with high strength polyester scrim that meets the following ASTM standards: D 751-79, E96-80, D 471-79, D 1204-84, D 2136-84, and D 413-82.
 - 9.4.40.2 Flashing adhesive, elastomeric adhesive, one part, to meet ASTM D 276-85, D 1475-85, and D 2196-81.
 - 9.4.40.3 Heavy fibrated asphalt mastic with penetrating oils and plasticizing agents. UL approved, to meet ASTM D 276085.
 - 9.4.40.4 Reinforced mesh (vinyl coated, woven glass scrim, weight 1.32 lb/100 square feet) per ASTM D 146-78a, tensile strength, 75 lbf.
 - 9.4.40.5 Install elastomeric reinforced flashing membrane in a continuous application of adhesive at rate of 15 square feet per gallon.
 - 9.4.40.6 Remove all air, wrinkles, and voids.
 - 9.4.40.7 Flashings to extend 4" past toe of cant onto roof surface.
 - 9.4.40.8 Strip inner roof edge of flashing sheet with reinforced mesh and asphalt mastic.
 - 9.4.40.9 Attach top of flashing using pressure bar mechanically attached 8" on center.
- 9.4.41 **Flashing membrane, CSPE with aluminum coating.**
 - 9.4.41.1 Hypalon (CSPE) reinforced, 0.045 thick elastomer molded with high strength polyester scrim that meets the following ASTM standards: D 751-79, E 96-80, D 471-79, D 1204-84, D 2136-84 and D 413-82.
 - 9.4.41.2 Flashing adhesive, elastomeric adhesive, one part, to meet ASTM D 276-85, D 1475-85 and D 2196-81.
 - 9.4.41.3 Heavy fibrated asphalt mastic with penetrating oils and plasticizing agents, UL approved to meet ASTM D 2760-85.

- 9.4.41.4 Reinforced mesh (vinyl coated, woven glass scrim, weight 1.32 lb/100 square feet) per ASTM D 146-78a, tensile strength, 75 lbf.
- 9.4.41.5 Install elastomeric reinforced flashing membrane in a continuous application of adhesive at rate of 15 square feet per gallon.
- 9.4.41.6 Remove all air, wrinkles, and voids.
- 9.4.41.7 Flashings will extend 4" past toe of cant onto roof surface.
- 9.4.41.8 Strip inner roof edge of flashing sheet with reinforced mesh and asphalt mastic.
- 9.4.41.9 Attach top of flashing using pressure bar mechanically attached 8" on center.
- 9.4.41.10 Use primer, if requested, or per manufacturer's instructions.
- 9.4.41.11 Install aluminum reflective coating to roof flashings at rate of 1 gallon per 130 square feet. Two coats required.
- 9.4.42 **Polyurethane foam roofing.**
- 9.4.42.1 Material is two component, but may not use CFC's as blowing agent. Must have rating on Spray Polyurethane Foam (SPF) from UL, Class A.
- 9.4.42.2 Minimum density, 2.75 pcf; minimum compression strength, 40 psi; minimum allowable slope, 1/4" to 12"; minimum thickness of foam, 1" for new, 1.5" for recover; minimum coating thickness (See .12 and .13 below). Coating shall be asbestos free. Non-volatile contents 62% by weight, 70% by volume, ASTM D 1644-88 and 5201-91. Density at 77°F 6.8 lb./gallon, ASTM D 1475-90. (Must meet manufacturer's UL rated assemblies.)
- 9.4.42.3 Roof prepared as on work order.
- 9.4.42.4 Installation shall be smooth, free from ponding in excess of 1 square foot per 100 square feet, 24 hours after secession of moisture.
- 9.4.42.5 Without exception, surfacing shall be installed the same day as the foam. Any foam left exposed overnight shall be ripped off and reinstalled without any additional cost.
- 9.4.42.6 Foam will be installed according to the most rigid industry standards. (Indicate the standards you will use.)
- 9.4.42.7 Random sampling: if one sample per each 10,000 square feet over the entire project (minimum three samples) show an average deficiency of coating in excess of 5%, the entire area shall be recoated with an additional 15 mils, DFT (dry film thickness), at no additional cost. Should the foam itself be deficient in depth or weight in excess of 5%, it shall be removed and replaced at no additional cost.
- 9.4.42.8 Polyurethane Foam shall be installed over primed concrete decks and existing built-up roofs, according to the Uniform Building Code.
- 9.4.42.9 To recover gravel roof systems, first remove all loose rock, dirt, dead birds and other debris. Prime the roof.
- 9.4.42.10 No existing roof system may contain moisture or wet insulation prior to recover.
- 9.4.42.11 Infrared analysis is required of all insulated recover applications prior to spraying the foam.
- 9.4.42.12 Minimum Dry Film Thickness: Acrylic, 40 mils, minimum fire rating, UL 790, Class A. (Must meet manufacturer's UL rated assemblies.)
- 9.4.42.13 Minimum Dry Film Thickness: Silicone, 22 mils, minimum fire rating, UL 790, Class A. (Must meet manufacturer's UL rated assemblies.)
- 9.4.42.14 No teachers, administrators, or students will be permitted inside any building during or within two hours after the application of any spray polyurethane foam chemicals, unless state laws so require.
- 9.4.43 **Additional Polyurethane foam coating.**
- 9.4.43.1 Acrylic/elastomeric, UL listed, Class A, 40 DFT (must have listing with foam used).
- 9.4.43.2 Apply, per manufacturer's instructions (see above).
- 9.4.43.3 No teachers, administrators, or students will be permitted inside any building during or within two hours after the application of any foam roofing materials, even if no state law so states.
- 9.4.44 **Single-ply roof, EDPM, 45 mils reinforced, mechanically fastened.**

- 9.4.44.1 45 mil, EDPM membrane 10" wide maximum.
- 9.4.44.2 Lap cleaner, as specified by membrane manufacturer.
- 9.4.44.3 Lap adhesive; contact adhesive by manufacturer, or tape.
- 9.4.44.4 Flashing sheet and mechanical fasteners.
- 9.4.44.5 Hypalon coating and sand, to meet all Class A ratings.
- 9.4.44.6 Lap primer as specified by manufacturer.
- 9.4.44.7 Install roofing sheet parallel to roof edge and over nailer 1/2" minimum.
- 9.4.44.8 Install mechanical fasteners to top edge of sheet using a pressure bar attached 8" on center.
- 9.4.44.9 Laps to be 6" wide minimum.
- 9.4.44.10 Run all sheets parallel to roof edge to ensure good drainage.
- 9.4.44.11 Clean all laps with lap cleaner.
- 9.4.44.12 Adhere laps with adhesive and let dry.
- 9.4.44.13 Roll in seam using firm pressure; roll adhered seam with 2" steel roller.
- 9.4.44.14 Install flashing sheets to substrate using flashing adhesive.
- 9.4.44.15 Caulk all laps with lap sealer at the rate of 22 linear feet per gallon and tool neatly.
- 9.4.44.16 Terminate top flashings with pressure bar attached 8" on center.
- 9.4.44.17 Assembly must be UL 790, Class A rated.
- 9.4.45 **Single-ply roof, EDPM, 60 mils fully adhered.**
- 9.4.45.1 60 mil, EDPM membrane.
- 9.4.45.2 Lap cleaner, as specified by membrane manufacturer.
- 9.4.45.3 Lap adhesive, contact adhesive by manufacturer.
- 9.4.45.4 Flashing sheet and mechanical fasteners.
- 9.4.45.5 Lap primer as specified by manufacturer.
- 9.4.45.6 Install roofing sheet parallel to roof edge and over nailer 1/2" minimum.
- 9.4.45.7 Install mechanical fasteners to top edge of sheet.
- 9.4.45.8 Laps to be 6" wide minimum.
- 9.4.45.9 Run all sheets parallel to roof edge to ensure good drainage.
- 9.4.45.10 Clean all laps with lap cleaner.
- 9.4.45.11 Adhere laps with adhesive and let dry.
- 9.4.45.12 Roll in seam using firm pressure; roll adhered seam with 2" steel roller.
- 9.4.45.13 Install flashing sheets to substrate using flashing adhesive.
- 9.4.45.14 Caulk all laps with lap sealer at the rate of 22 linear feet per gallon and tool neatly.
- 9.4.45.15 Terminate top flashings with pressure bar attached 8" on center.
- 9.4.45.16 Assembly must be UL 790, Class A rated.
- 9.4.46 **Built-up roof, base sheet with 3 plies trilaminate ply, cold process adhesive (25-year roof).**
- 9.4.46.1 Fiberglass base ply, 33 lb., polyester/glass/polyester trilaminate reinforcement exceeding the requirements of ASTM D 4601-91, Type II.
- 9.4.46.2 Cold asphalt adhesive, UL approved, applied at 2.5 gallons per 100 square feet, inner ply. Must meet SCAQMD VOC limits and contain no asbestos as per ASTM D 276-87.
- 9.4.46.3 Top surfacing as specified elsewhere.
- 9.4.46.4 Install base and three plies with cold asphalt adhesive at the rate of 2.5 gallons per square per ply.
- 9.4.46.5 Plies to extend to top of cants and nail 8" o.c.
- 9.4.46.6 Wood nailers to provide membrane termination. Nail per manufacturer recommendation.
- 9.4.46.7 Manufacturer must approve final system.
- 9.4.47 **Built-up roof, surface with premium asphalt, and gravel.**
- 9.4.47.1 Premium III asphalt, ASTM D 312-89 high quality steep asphalt, process from highly monitored asphalt flux.
- 9.4.47.2 Apply Premium III asphalt where specified by work order at minimum rate of 25 lbs. per square foot.

- 9.4.47.3 Roof gravel, size 6, ASTM D 1863-86.
- 9.4.47.4 If on work order, prime roof surface with asphalt primer.
- 9.4.47.5 Broadcast roof gravel at a rate of 500 lbs. per square.
- 9.4.47.6 Rake gravel smooth.
- 9.4.48 **Built-up roof, surface with Fire Retardent Aluminum coating or paint, single coat.**
- 9.4.48.1 Fire rated, asphalt based, fibrated aluminum roof coating formulated with a blend of rust inhibiting oils. Is asbestos free and meets VOC requirements established by the US EPA for metallic pigmented Architectural Coatings. Exceeds the requirements of ASTM D 2824, Type III.
- 9.4.48.2 Smooth asphalt built-up roof surfaces and modified bitumen surfaces: Apply 2-1/2 to 3 gallons per SQ (1.0 to 1.2 L/m²) maximum.
- 9.4.48.3 Metal surfaces: 2 gallons per SQ (.08 L/m²). Coverage will vary based on texture and porosity of surface.
- 9.4.49 **Modified bitumen roof, base sheet, cap sheet, cold Modified Bitumen Adhesive.**
- 9.4.49.1 Fiberglass base ply, 33 lb., Type G-2, to meet ASTM D 4601-86, high performance weight, 33 lb. per 100 s/f, break strength 90 lbf/in. in MD and 70 lbf/in in XM, approved by manufacturer.
- 9.4.49.2 Cold process asphalt adhesive 2 gals/SQ (.8 L/m²) per ply.
- 9.4.49.3 Modified bitumen sheet, SBS elastomers with reinforcement. Thickness: 0.160', ASTM D 751-89. Tensile strength, 148 MD and 122 CD lbf/in., ASTM D 2523-84 at 0°F. Puncture meets FTMS 101C 2031 (modified).
- 9.4.49.4 Install modified bitumen sheet in a uniform and continuous application of adhesive. Side laps 4" (100mm) minimum; end laps 6" (150mm) minimum. To assure complete and uniform adhesion, adhesive should exude past lap edges. Install flashings as specified.
- 9.4.50 **Built-up roof, 3 plies fiberglass felts, Type IV Asphalt.**
- 9.4.50.1 Ply sheet, G-1, Type VI; asphalt Type IV steep (or appropriate Type) , UL, Class A, ASTM D-312-84.
- 9.4.50.2 Prepare substrate as required by prime contractor.
- 9.4.50.3 Continuously mop plies. Felts are to be installed in shingle fashion.
- 9.4.50.4 Plies are to be adhered with approved asphalt at the rate of 25 lbs. per square per ply.
- 9.4.50.5 All felts are to be broomed when applied.
- 9.4.50.6 Fishmouths, voids, wrinkles and other ugliness will not be accepted.
- 9.4.50.7 Extend all plies 1"-2" above cant and seal.
- 9.4.50.8 If required, install glaze coat of asphalt at the rate of 15 lbs. per square.
- 9.4.50.9 Prime contractor must approve final roofing system, and then surface is topped. Top surfacing as specified elsewhere.
- 9.4.51 **Single-ply roof, 45 mils fully adhered with bonding adhesive.**
- 9.4.51.1 45 mil white thermoplastic single ply comprised of an elastomeric tri-polymer alloy based on Elvaloy and blended with CPE and PVC. Membrane is asbestos free and exceeds the performance requirements of ASTM D 6754-02.
- 9.4.51.2 Apply bonding adhesive in a uniform continuous application onto approved substrate 80 to 100 sq. ft./gal (2.0 – 2.5 m²/L).
- 9.4.51.3 Allow adhesive to become tacky prior to placing membrane into the adhesive. Do not allow adhesive to fully dry prior to placing membrane.
- 9.4.51.4 Place membrane into adhesive and broom immediately. Overlap at side laps.
- 9.4.51.5 3" (76mm) minimum. Overlap at end lap 2" (51mm) minimum.
- 9.4.51.6 Do not apply adhesive over membrane in end lap area. Seal end lap using 45 mil roof membrane (without fleece). Heat weld membrane strip over end lap. Stagger all end laps.
- 9.4.51.7 Heat weld seams according to manufacturer's specifications.

- 9.4.51.8 Provide mechanical attachment of roof membrane at roof perimeter, walls, expansion joints, and all other projections. Follow recommendations of Factory Mutual Loss Prevention Data Sheets 1-28, 1-29, and 1-49.
- 9.4.52 **Single-ply roof, TPA Fleece Back, 45 mils fully adhered with hot asphalt.**
- 9.4.52.1 45 mil white thermoplastic single ply comprised of an elastomeric tri-polymer alloy based on Elvaloy and blended with CPE and PVC. Membrane is asbestos free and exceeds the performance requirements of ASTM D 6754-02.
- 9.4.52.2 Apply asphalt Type IV steep (or appropriate Type) ASTM D-312-84 in a uniform continuous application onto approved substrate 25 lbs/SQ (1.25 kg/m²).
- 9.4.52.3 Place membrane into adhesive and broom immediately. Overlap at side laps .
- 9.4.52.4 3" (76mm) minimum. Overlap at end lap 2" (51mm) minimum.
- 9.4.52.5 Do not apply adhesive over membrane in end lap area. Seal end lap using 45 mil roof membrane (without fleece). Heat weld membrane strip over end lap. Stagger all end laps.
- 9.4.52.6 Heat weld seams according to manufacturer's specifications.
- 9.4.52.7 Provide mechanical attachment of roof membrane at roof perimeter, walls, expansion joints, and all other projections. Follow recommendations of Factory Mutual Loss Prevention Data Sheets 1-28, 1-29, and 1-49.
- 9.4.53 **Single-ply roof, 45 mils mechanically attached.**
- 9.4.53.1 45 mil white thermoplastic single ply comprised of an elastomeric tri-polymer alloy based on Elvaloy and blended with CPE and PVC. Membrane is asbestos free and exceeds the performance requirements of ASTM D 6754-02.
- 9.4.53.2 Start at the low point of the roof and position a half-width (39" or 991mm)
- 9.4.53.3 Roll roof membrane square with the roof edge. Avoid wrinkles.
- 9.4.53.4 Reposition when necessary.
- 9.4.53.5 Mechanically attach underlying sheet at the lap to the structural deck with fasteners and 2 3/8" (60mm) diameter barbed membrane plates spaced at 6" (153mm) on center (or as specified) down the entire lap with the disc centered 1 1/8" (29mm) from the sheet edge.
- 9.4.53.6 Overlap at side lap: 4.5" (114mm) minimum. Overlap at end lap 3" (76mm) minimum.
- 9.4.53.7 The minimum number of half-width rolls requires at the perimeter is 2. Determine the perimeter width as described in Section 2.2 of Factory Mutual Loss Prevention Data Sheet 1-28.
- 9.4.53.8 Install the required number of half-width perimeter rolls along the roof edges both parallel and perpendicular to the roll direction in the field of the roof. Overlap perimeter sheets in the corner areas with perimeter fasteners rows installed through both membranes in both directions. Install a minimum 6-inch (150mm) wide cover strip centered over the fastener rows.
- 9.4.54 **Base sheet mechanically attached with 3 plies fiberglass felts, Type 1 - Coal Tar Pitch.**
- 9.4.54.1 Fiberglass base ply, 33 lb., Type G-2, ASTM D 4601-86 average tensile, 80 psi, approved by manufacturer.
- 9.4.54.2 Nail base sheet per manufacturer's instruction.
- 9.4.54.3 Type I low slope coal tar pitch, ASTM D 450-96.
- 9.4.54.4 Type VI fiberglass felt, ASTM D 2178-86A, Class I.
- 9.4.54.5 Apply the specified roofing plies at an interply coverage rate of 25 lb/100 ft² (1.2 kg/m²).
- 9.4.54.6 Surfacing Options: Apply tar over roof surface at 70 lb/100 ft² (3.4 kg/m²) +/- 20%. Immediately broadcast 440 lb/100 ft² (19.5 kg/m²) of new, clean gravel or 300 lb/100 ft² (14.6 kg/m²) of slag into adhesive. Aggregate shall conform to ASTM D 1863-93, size 6 or 67. A light colored aggregate must be used.
- 9.4.55 **Base sheet mechanically attached with 3 plies Organic felts, Type 1 - Coal Tar Pitch.**

- 9.4.55.1 Nail base sheet per manufacturer's instructions.
- 9.4.55.2 Type I low slope coal tar pitch, ASTM D 450-96.
- 9.4.55.3 #30 Organic felts, ASTM D226-89.
- 9.4.55.4 Apply the specified roofing plies at an interply coverage rate of 25 lb/100 ft² (1.2 kg/m²).
- 9.4.55.5 Surfacing Options: Apply tar over roof surface at 70 lb/100 ft² (3.4 kg/m²) +/- 20%. Immediately broadcast 440 lb/100 ft² (19.5 kg/m²) of new, clean gravel or 300 lb/100 ft² (14.6 kg/m²) of slag into adhesive. Aggregate shall conform to ASTM D 1863-93, size 6 or 67. A light colored aggregate must be used.
- 9.4.56 **Built-up roof, 4 plies Fiberglass felts, Type 1 Coal Tar Pitch.**
- 9.4.56.1 Type I low slope coal tar pitch, ASTM D 450-96.
- 9.4.56.2 Type VI fiberglass felt, ASTM D 2178-86A, Class I.
- 9.4.56.3 Apply the specified roofing plies at an interply coverage rate of 25 lb/100 ft² (1.2 kg/m²).
- 9.4.56.4 Surfacing Options: Apply tar over roof surface at 70 lb/100 ft² (3.4 kg/m²) +/- 20%. Immediately broadcast 440 lb/100 ft² (19.5 kg/m²) of new, clean gravel or 300 lb/100 ft² (14.6 kg/m²) of slag into adhesive. Aggregate shall conform to ASTM D 1863-93, size 6 or 67. A light colored aggregate must be used.
- 9.4.57 **Built-up roof, 4 plies Organic felts, Type 1 Coal Tar Pitch.**
- 9.4.57.1 Type I low slope coal tar pitch, ASTM D 450-96.
- 9.4.57.2 #30 Organic felts, ASTM D226-89.
- 9.4.57.3 Apply the specified roofing plies at an interply coverage rate of 25 lb/100 ft² (1.2 kg/m²).
- 9.4.57.4 Surfacing Options: Apply tar over roof surface at 70 lb/100 ft² (3.4 kg/m²) +/- 20%. Immediately broadcast 440 lb/100 ft² (19.5 kg/m²) of new, clean gravel or 300 lb/100 ft² (14.6 kg/m²) of slag into adhesive. Aggregate shall conform to ASTM D 1863-93, size 6 or 67. A light colored aggregate must be used.
- 9.4.58 **Built-up roof, surface with hot Coal Tar Pitch and Gravel.**
- 9.4.58.1 Type I low slope coal tar pitch, ASTM D 450-96.
- 9.4.58.2 Surfacing Options: Apply tar over roof surface at 70 lb/100 ft² (3.4 kg/m²) +/- 20%. Immediately broadcast 440 lb/100 ft² (19.5 kg/m²) of new, clean gravel or 300 lb/100 ft² (14.6 kg/m²) of slag into adhesive. Aggregate shall conform to ASTM D 1863-93, size 6 or 67. A light colored aggregate must be used.
- 9.4.59 **Single-ply repairs using 2 coat polyurethane, elastomeric coating system.**
- 9.4.59.1 Fire resistant two coat, polyurethane, elastomeric coating system.
- 9.4.59.2 The system consists of a single component, moisture cure, high performance, aliphatic urethane finish coat.
- 9.4.59.3 Base coat coverage: 1 ½ gal/SQ (0.6 l/m²) minimum.
- 9.4.59.4 Finish coat coverage: 1 gal/SQ (0.4 l/m²) minimum.
- 9.4.60 **Single-ply repairs at laps or defects using 2 coats elastomeric coating system with reinforcement.**
- 9.4.60.1 Fire resistant two coat, polyurethane, elastomeric coating system.
- 9.4.60.2 The system consists of a single component, moisture cure, high performance, aliphatic urethane finish coat.
- 9.4.60.3 Seam repair: 3.0 gal/SQ (1.2 l/m²) minimum.
- 9.4.60.4 150 lf/gal (12 linear meters/l).
- 9.4.61 **Single ply roof, TPA fleece back, 60 mils fully adhered with hot asphalt.**
- 9.4.61.1 60 mil white thermoplastic single ply comprised of an elastomeric tri-polymer alloy based on Elvaloy and blended with CPE and PVC. Membrane is asbestos free and exceeds the performance requirements of ASTM D 6754-02.
- 9.4.61.2 Apply asphalt Type IV steep (or appropriate Type) ASTM D-312-84 in a uniform continuous application onto approved substrate 25 lbs/SQ (1.25 kg/m²).
- 9.4.61.3 Place membrane into adhesive and broom immediately. Overlap at side laps.
- 9.4.61.4 3" (76mm) minimum. Overlap at end lap 2" (51mm) minimum.

- 9.4.61.5 Do not apply adhesive over membrane in end lap area. Seal end lap using 45 mil roof membrane (without fleece). Heat weld membrane strip over end lap. Stagger all end laps.
- 9.4.61.6 Heat weld seams according to manufacturer's specifications.
- 9.4.61.7 Provide mechanical attachment of roof membrane at roof perimeter, walls, expansion joints, and all other projections. Follow recommendations of Factory Mutual Loss Prevention Data Sheets 1-28, 1-29, and 1-49.
- 9.4.62 **Single-ply roof 60 mils fully adhered with bonding adhesive.**
- 9.4.62.1 60 mil white thermoplastic single ply comprised of an elastomeric tri-polymer alloy based on Elvaloy and blended with CPE and PVC. Membrane is asbestos free and exceeds the performance requirements of ASTM D 6754-02.
- 9.4.62.2 Apply bonding adhesive in a uniform continuous application onto approved substrate 80 to 100 sq. ft./gal (2.0 – 2.5 m²/L).
- 9.4.62.3 Allow adhesive to become tacky prior to placing membrane into the adhesive. Do not allow adhesive to fully dry prior to placing membrane.
- 9.4.62.4 Place membrane into adhesive and broom immediately. Overlap at side laps.
- 9.4.62.5 3" (76mm) minimum. Overlap at end lap 2" (51mm) minimum.
- 9.4.62.6 Do not apply adhesive over membrane in end lap area. Seal end lap using 45 mil roof membrane (without fleece). Heat weld membrane strip over end lap. Stagger all end laps.
- 9.4.62.7 Heat weld seams according to manufacturer's specifications.
- 9.4.62.8 Provide mechanical attachment of roof membrane at roof perimeter, walls, expansion joints, and all other projections. Follow recommendations of Factory Mutual Loss Prevention Data Sheets 1-28, 1-29, and 1-49.
- 9.4.63 **Built-up roof, 1 ply Trilaminate, 1 ply Modified Bitumen Sheet, fire rated.**
- 9.4.63.1 Polyester/glass/polyester trilaminate reinforcement coated with waterproofing asphalt which exceeds the requirements of ASTM D 4601-98, Type II.
- 9.4.63.2 Modified bitumen sheet, SBS elastomers with reinforcement. Thickness: 0.160', ASTM D 751-89; Tensile strength, 148 MD and 122 CD lbf/in., ASTM D 2523-84 at 0°F. Puncture meets FTMS 101C 2031 (modified).
- 9.5 **Masonry**
- 9.5.1 **Brick, remove and reset, 1 to 50 square feet.**
- 9.5.1.1 Brick must match existing in color and size. Must conform to ASTM C 216, grade MW, Type FBX. Common brick should meet ASTM C 62-75A-SW.
- 9.5.1.2 Type I Portland cement, ASTM C 150 or Type IA, ASTM C 150.
- 9.5.1.3 Masonry cement, ASTM C 91.
- 9.5.1.4 Hydrated lime, Type S, ASTM C 207.
- 9.5.1.5 Water must be clean, potable and wet.
- 9.5.1.6 Admixture, shall be integral treatment to reduce water content and shrinkage.
- 9.5.1.7 Fine aggregate, clean natural sand conforming to ASTM C 144.
- 9.5.1.8 Mortar mix shall be 1/2/8 mix made from specified materials.
- 9.5.1.9 Prime contractor provides material, labor and equipment to perform work.
- 9.5.1.10 Using chisels, grinders, and hand tools, remove brick and/or joint.
- 9.5.1.11 Clean all mortar from repair area.
- 9.5.1.12 Mortar mix shall be 1/2/8 made from above materials using a minimum amount of water to make a workable mix.
- 9.5.1.13 All units shall be laid with properly mortared vertical and horizontal joints. Units will not be moved or shifted once put in place. All joints to be worked full with mortar.
- 9.5.1.14 Joints to match existing, approximately 3/8", neatly concave and tooled.
- 9.5.1.15 Work shall be cleaned free of loose mortar.
- 9.5.1.16 Masonry work shall be laid up in a running bond with reinforcement every 16" vertical or as specified on approved work order.

- 9.5.2 **Brick, remove and reset, over 50 square feet.**
- 9.5.2.1 Brick must match existing in color and size. Must conform to ASTM C 216, grade MW, Type FBX. Common brick should meet ASTM C 62-75A-SW.
- 9.5.2.2 Type I Portland cement, ASTM C 150 or Type IA, ASTM C 150.
- 9.5.2.3 Masonry cement, ASTM C 91.
- 9.5.2.4 Hydrated lime, Type S, ASTM C 207.
- 9.5.2.5 Water should be clean, potable and mountain fresh.
- 9.5.2.6 Admixture, shall be integral treatment to reduce water content and shrinkage.
- 9.5.2.7 Fine aggregate, clean natural sand conforming to ASTM C 144.
- 9.5.2.8 Mortar mix shall be 1/2/8 mix made from specified materials.
- 9.5.2.9 Prime contractor provides material, labor and equipment to perform work.

- 9.5.2.10 Using chisels, grinders, and hand tools, remove brick and/or joint.
- 9.5.2.11 Clean all mortar from repair area.
- 9.5.2.12 Mortar mix shall be 1/2/8 made from above materials using a minimum amount of water to make a workable mix.
- 9.5.2.13 All units shall be laid with properly mortared vertical and horizontal joints. Units will not be moved or shifted once put in place. All joints to be worked full with mortar.
- 9.5.2.14 Joints to match existing, approximately 3/8", neatly concave and tooled.
- 9.5.2.15 Work shall be cleaned free of loose mortar.
- 9.5.2.16 Masonry work shall be laid up in a running bond with reinforcement every 16" vertical or as specified on approved work order.
- 9.5.3 **Block, remove and reset.**
- 9.5.3.1 Block must match existing in color and size. Must conform to ASTM C 216, grade MW, Type FBX. Block should meet ASTM C 62-75A-SW.
- 9.5.3.2 Type I Portland cement, ASTM C 150 or Type IA, ASTM C 150.
- 9.5.3.3 Masonry cement, ASTM C 91.
- 9.5.3.4 Hydrated lime, Type S, ASTM C 207.
- 9.5.3.5 Water, clean, potable. Bottled water may be used.
- 9.5.3.6 Admixture, shall be integral treatment to reduce water content and shrinkage.
- 9.5.3.7 Fine aggregate, clean natural sand conforming to ASTM C 144.
- 9.5.3.8 Mortar mix shall be 1/2/8 mix made from specified materials.
- 9.5.3.9 Prime contractor provides material, labor and equipment to perform work.
- 9.5.3.10 Using chisels, grinders, and hand tools, remove brick and/or joint.
- 9.5.3.11 Clean all mortar from repair area.
- 9.5.3.12 All units shall be laid with properly mortared vertical and horizontal joints. Units will not be moved or shifted once put in place. All joints to be worked full with mortar.
- 9.5.3.13 Joints to match existing, approximately 3/8", neatly concave and tooled.
- 9.5.3.14 Work shall be cleaned free of loose mortar.
- 9.5.3.15 Masonry work shall be laid up in a running bond with reinforcement every 16" vertical or as specified on approved work order.
- 9.5.3.16 All must comply with OSHA, NCRA, EPA, and local building codes and regulations; fall protection as required.
- 9.5.4 **Coping stones, remove and reset.**
- 9.5.4.1 Coping stones must match existing in color and size.
- 9.5.4.2 Type I Portland cement, ASTM C 150.
- 9.5.4.3 Masonry cement, ASTM C 91.
- 9.5.4.4 Hydrated lime, Type S, ASTM C 207.
- 9.5.4.5 Water, clean, potable and wet.
- 9.5.4.6 Admixture, shall be integral treatment to reduce water content and shrinkage.
- 9.5.4.7 Fine aggregate, clean natural sand conforming to ASTM C 144.
- 9.5.4.8 Mortar mix shall be 1/2/8 mix made from specified materials.
- 9.5.4.9 Prime contractor provides material, labor and equipment to perform work.
- 9.5.4.10 Carefully remove coping stones. Remove all mortar and residue from parapet wall.
- 9.5.4.11 Mortar mix shall be 1/2/8 made from above materials using a minimum amount of water to make a workable mix.

- 9.5.4.12 Apply mortar mix to top of parapet and do not contaminate face of the building.
- 9.5.4.13 Set cleaned coping stones in place leaving 3/8" joint between stones.
- 9.5.4.14 Waterproof joints and stones as specified on approved work order.
- 9.5.4.15 All work must comply with OSHA, NCRA, EPA, and local building codes and regulations; fall protection as required.
- 9.5.5 **Brick, block or coping removal.**
- 9.5.5.1 Remove brick, block or coping.
- 9.5.5.2 Use power or hand tools to remove units as required without damage to remaining masonry units.
- 9.5.5.3 Finish any remaining mortar and masonry units to match remaining and ensure watertight integrity of surrounding work area.
- 9.5.5.4 Use appropriate trades as local law requires.
- 9.5.5.5 New work shall be completed in neat and professional manner. Joints shall match surrounding shapes and styles.
- 9.5.5.6 Waterproof as specified elsewhere, as required.
- 9.5.5.7 All work must comply with OSHA, NCRA, EPA, and local building codes and regulations; fall protection as required.
- 9.5.6 **Brick, block and brick exterior wall maintenance, repair and application of protective coatings.**
- 9.5.6.1 Classification of building heights.
- 9.5.6.1.1 High rise is defined as a building with six or more floors.
- 9.5.6.1.2 Low rise is defined as a building with five or less floors.
- 9.5.6.2 Selective Demolition of Concrete Block Masonry Units (CMU) with perimeter saw cutting- swingstage 4", 6" and 8" block (high-rise).
- 9.5.6.2.1 Provide sidewalk protection below as required by local jurisdiction.
- 9.5.6.2.2 Swingstage set up and safety requirements as per local jurisdiction and OSHA requirements.
- 9.5.6.2.3 Rake out loose mortar around masonry unit to be removed.
- 9.5.6.2.4 Saw cut mortar joint around masonry unit a minimum of 1" deep using handheld saws with a dust suction attachment.
- 9.5.6.2.5 Cut out full units from joint to joint and in a manner to permit replacement with full size units without damaging surrounding masonry.
- 9.5.6.2.6 Support and protect remaining masonry that surrounds removal area.
- 9.5.6.2.7 Maintain flashing, reinforcement, lintels and adjoining construction in an undamaged condition.
- 9.5.6.2.8 Dispose of demolished material in a legal manner.
- 9.5.6.3 Selective Demolition of Brick Masonry Units with perimeter saw cutting - swingstage one, two, and three wythe (high-rise).
- 9.5.6.3.1 Provide Sidewalk protection below as required by local jurisdiction.
- 9.5.6.3.2 Swingstage set up and safety requirements as per local jurisdiction and OSHA requirements.
- 9.5.6.3.3 Rake out loose mortar around brick masonry unit to be removed.
- 9.5.6.3.4 Sawcut mortar joint around brick masonry unit a minimum of 1" deep using handheld saws with a dust suction attachment.
- 9.5.6.3.5 Cut out full units from joint to joint and in a manner to permit replacement with full size units without damaging surrounding masonry.
- 9.5.6.3.6 Support and protect remaining brick masonry that surrounds removal area.
- 9.5.6.3.7 Maintain flashing, reinforcement, lintels and adjoining construction in an undamaged condition.
- 9.5.6.3.8 Dispose of demolished material in a legal manner.
- 9.5.4. Selective Demolition of Brick Masonry Units with perimeter saw cutting - scaffolding one, two and three wythe (low-rise).

- 9.5.6.4.1 Provide sidewalk protection below as required by local jurisdiction.
- 9.5.6.4.2 Scaffolding set up and safety requirements as per local jurisdiction and OSHA requirements.
- 9.5.6.4.3 Rake out loose mortar around brick masonry unit to be removed.
- 9.5.6.4.4 Sawcut mortar joint around brick masonry unit a minimum of 1" deep using handheld saws with a dust suction attachment.
- 9.5.6.4.5 Cut out full units from joint to joint and in a manner to permit replacement with full size units without damaging surrounding masonry.
- 9.5.6.4.6 Support and protect remaining brick masonry that surrounds removal area.
- 9.5.6.4.7 Maintain flashing, reinforcement, lintels and adjoining construction in an undamaged condition.
- 9.5.6.4.8 Dispose of demolished material in a legal manner.
- 9.5.6.5 Selective Demolition of Mortar Joint with Perimeter Sawcutting – Swingstage (high-rise)
 - a) Removal of existing mortar (1/2" wide by 3/4" depth) b) Removal of existing mortar (3/4" wide by 3/4" depth) c) Removal of existing mortar (1/2" wide by 1 1/2" depth) d) Removal of existing mortar (3/4" wide by 1 1/2" depth)
- 9.5.6.5.1 Set up swingstage as per local jurisdiction and OSHA requirements.
- 9.5.6.5.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.
- 9.5.6.5.3 Provide all labor, tools and equipment required for removal of mortar.
- 9.5.6.5.4 Rake out, cut out old mortar with a chisel and mallet from joints to the required depth.
- 9.5.6.5.5 Remove mortar to the required depth and width using power grinders, but not less than that required to expose sound, un-weathered mortar.
- 9.5.6.5.6 Remove mortar from masonry surface within raked out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar.
- 9.5.6.5.7 Brush, vacuum or flush joints to remove dirt and loose debris.
- 9.5.6.8.8 Do not spall edges of masonry units or widen joints. Replace damaged masonry units.
- 9.5.6.6 Selective Demolition of Mortar Joint with Perimeter Sawcutting – Scaffolding (low-rise)
 - a) Removal of existing mortar (1/2" wide by 3/4" depth) b) Removal of existing mortar (3/4" wide by 3/4" depth) c) Removal of existing mortar (1/2" wide by 1 1/2" depth) d) Removal of existing mortar (3/4" wide by 1 1/2" depth)
- 9.5.6.6.1 Set up scaffolding as per local jurisdiction and OSHA requirements.
- 9.5.6.6.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.
- 9.5.6.6.3 Provide all labor, tools and equipment required for removal of mortar.
- 9.5.6.6.4 Rake out, cut out old mortar with a chisel and mallet from joints to the required depth.
- 9.5.6.6.5 Remove mortar to the required depth and width using power grinders, but not less than that required to expose sound, un-weathered mortar.
- 9.5.6.6.6 Remove mortar from masonry surface within raked out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar.
- 9.5.6.6.7 Brush, vacuum or flush joints to remove dirt and loose debris.
- 9.5.6.6.8 Do not spall edges of masonry units or widen joints. Replace damaged masonry units.
- 9.5.6.7 New Pointing Work – Swingstage (high-rise)
 - a) Furnish and install new mortar (1/2" wide by 3/4" depth)
 - b) Furnish and install new mortar (3/4" wide by 3/4" depth)
 - c) Furnish and install new mortar (1/2" wide by 1 1/2" depth)
 - d) Furnish and install new mortar (3/4" wide by 1 1/2" depth)
- 9.5.6.7.1 Set up swingstage as per local jurisdiction and OSHA requirements.
- 9.5.6.7.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.
- 9.5.6.7.3 Rinse masonry-joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at the time of pointing, excess water has evaporated or run off and joint surfaces are damp but free of standing water.
- 9.5.6.7.4 Apply the first layer of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater

- than 3/8" until a uniform depth is formed. Compact each layer thoroughly and allow it to become thumbprint hard before applying the next layer.
- 9.5.6.7.5 After joints have been filled to a uniform depth, place remaining pointing mortar in 3 layers, with first and second layers each filling about two-fifths of joint depth; third layer, the remaining one-fifth. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing bricks have rounded edges, slightly recess final layer from face. Take care not to spread mortar over edges onto exposed masonry surfaces or to featheredge mortar.
- 9.5.6.7.6 When mortar is thumbprint hard, tool joints to match original appearance of joints, unless otherwise indicated. Remove excess mortar from edge of joint by brushing.
- 9.5.6.7.7 Cure mortar by maintaining in a damp condition for at least 72 hours.
- 9.5.6.7.8 Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.
- 9.5.6.7.9 After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use stiff nylon or fiber brushes and clean water, spray applied at a low pressure.
- 9.5.6.7.10 Do not use metal scrapers or brushes.
- 9.5.6.7.11 Do not use acidic or alkaline cleaners.
- 9.5.6.8 New Pointing Work – Scaffolding (low-rise)
- a) Furnish and install new mortar (1/2" wide by 3/4" depth)
- b) Furnish and install new mortar (3/4" wide by 3/4" depth)
- c) Furnish and install new mortar (1/2" wide by 1 1/2" depth)
- d) Furnish and install new mortar (3/4" wide by 1 1/2" depth)
- 9.5.6.8.1 Set up scaffolding as per local jurisdiction and OSHA requirements.
- 9.5.6.8.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.
- 9.5.6.8.3 Rinse masonry-joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at the time of pointing, excess water has evaporated or run off and joint surfaces are damp but free of standing water.
- 9.5.6.8.4 Apply the first layer of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8" until a uniform depth is formed. Compact each layer thoroughly and allow it to become thumbprint hard before applying the next layer.
- 9.5.6.8.5 After joints have been filled to a uniform depth, place remaining pointing mortar in 3 layers with first and second layers each filling about two-fifths of joint depth; third layer, the remaining one-fifth. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing bricks have rounded edges, slightly recess final layer from face. Take care not to spread mortar over edges onto exposed masonry surfaces or to featheredge mortar.
- 9.5.6.8.6 When mortar is thumbprint hard, tool joints to match original appearance of joints, unless otherwise indicated. Remove excess mortar from edge of joint by brushing.
- 9.5.6.8.7 Cure mortar by maintaining in a damp condition for at least 72 hours.
- 9.5.6.8.8 Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.
- 9.5.6.8.9 After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use stiff nylon or fiber brushes and clean water, spray applied at a low pressure.
- 9.5.6.8.10 Do not use metal scrapers or brushes.
- 9.5.6.8.11 Do not use acidic or alkaline cleaners.
- 9.5.6.9 Removal of Roof Parapets – Swingstage (high-rise) a) Removal of 3 wythe brick parapet wall (24" high) b) Removal of 3 wythe brick parapet wall (42" high) c) Removal of 2 wythe brick parapet wall (24" high) d) Removal of 3 wythe brick parapet wall (42" high)

- 9.5.6.9.1 Set up swingstage as per local jurisdiction and OSHA requirements.
- 9.5.6.9.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.
- 9.5.6.9.3 Remove deteriorated, loose and spalled bricks using handheld tools such as chisel and mallet. Remove solid portions of the parapet walls that are scheduled to be removed using power tools (15 lb chipping hammers).
- 9.5.6.9.4 Remove walls carefully so the portions of the wall that are to remain are not damaged. Do not spall edges of masonry units or widen joints. Replace damaged masonry units.
- 9.5.6.9.5 Dispose of demolished material in a legal manner.
- 9.5.6.10 Removal of Roof Parapets – Scaffolding (low-rise) a) Removal of 3 wythe brick parapet wall (24" high) b) Removal of 3 wythe brick parapet wall (42" high) c) Removal of 2 wythe brick parapet wall (24" high) d) Removal of 3 wythe brick parapet wall (42" high)
- 9.5.6.10.1 Set up scaffolding as per local jurisdiction and OSHA requirements.
- 9.5.6.10.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.
- 9.5.6.10.3 Remove deteriorated, loose and spalled bricks using handheld tools such as chisel and mallet. Remove solid portions of the parapet walls that are scheduled to be removed using power tools (15 lb chipping hammers).
- 9.5.6.10.4 Remove walls carefully so the portions of the wall that are to remain are not damaged. Do not spall edges of masonry units or widen joints. Replace damaged masonry units.
- 9.5.6.10.5 Dispose of demolished material in a legal manner.
- 9.5.6.11 Reconstruction of Brick Masonry Roof Parapets – Swingstage (high-rise)
 - a) New brick masonry parapet w/stone coping and flashings (3 wythe - 24" high)
 - b) New brick masonry parapet w/stone coping and flashings (3 wythe - 42" high)
 - c) New brick masonry parapet w/stone coping and flashings (2 wythe - 24" high)
 - d) New brick masonry parapet w/stone coping and flashings (2 wythe - 42" high)
- 9.5.6.11.1 Set up swingstages as per local jurisdiction and OSHA requirements.
- 9.5.6.11.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.
- 9.5.6.11.3 Thickness: Build brick masonry construction to the full thickness shown.
- 9.5.6.11.4 Cut brick masonry units with motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide a continuous pattern and to fit adjoining construction. Where possible, use full-size units without cutting. Allow units cut with water-cooled saws to dry before placing, unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- 9.5.6.11.5 Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.
- 9.5.6.11.6 Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.
- 9.5.6.11.7 Wetting of Brick: Wet brick before laying if the initial rate of absorption exceeds 30g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at the time of laying.
- 9.5.6.11.8 Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- 9.5.6.11.9 Bond Pattern for Exposed Masonry: Lay exposed brick masonry to match the existing bond pattern.
- 9.5.6.11.10 Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2 inches. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.

- 9.5.6.11.11 Lay solid brick-size masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- 9.5.6.11.12 Use type N or S mortar.
- 9.5.6.11.13 Provide masonry joint reinforcement installed in horizontal mortar joints to bond wythes together.
- 9.5.6.11.14 Provide continuous masonry joint reinforcement as indicated. Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches. Space reinforcement not more than 8 inches o.c in parapet walls. Cut or interrupt joint reinforcement at control and expansion joints, unless otherwise indicated. Provide continuity at corners and wall intersections by using prefabricated "L" and "T" sections. Cut and bend reinforcing units as directed by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures, and other special conditions.
- 9.5.6.11.15 Provide cast stone units complying with ASTM C 1364. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666, Procedure A, as modified by ASTM C 1364. Colors and Textures: Match existing units. Reinforce units as indicated and as required by ASTM C 1364. Use galvanized or epoxy-coated reinforcement when covered with less than 1-1/2 inches of material.
- 9.5.6.11.16 Set cast stone as indicated on drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances. Provide stainless steel anchors, a minimum of two anchors per stone. Provide lead coated copper cap flashing above brick masonry parapet. Drench units with clear water just before setting. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as units are set. Fill dowel holes and anchor slots with mortar. Fill collar joint solid as units are set. Build concealed flashing into mortar joints as units are set. Leave head joints open in coping and other units with exposed horizontal surfaces. Keep joints clear of mortar, and rake out to receive sealant. Install joint sealants at joints in the stones.
- 9.5.6.12 Reconstruction of Brick Masonry Roof Parapets – Scaffolding (low-rise)
 - a) New brick masonry parapet w/stone coping and flashings (3 wythe - 24" high)
 - b) New brick masonry parapet w/stone coping and flashings (3 wythe - 42" high)
 - c) New brick masonry parapet w/stone coping and flashings (2 wythe - 24" high)
 - d) New brick masonry parapet w/stone coping and flashings (2 wythe - 42" high)
- 9.5.6.12.1 Set up scaffolding as per local jurisdiction and OSHA requirements.
- 9.5.6.12.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.
- 9.5.6.12.3 Thickness: Build brick masonry construction to the full thickness shown.
- 9.5.6.12.4 Cut brick masonry units with motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide a continuous pattern and to fit adjoining construction. Where possible, use full-size units without cutting. Allow units cut with water-cooled saws to dry before placing, unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- 9.5.6.12.5 Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.
- 9.5.6.12.6 Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.

- 9.5.6.12.7 Wetting of Brick: Wet brick before laying if the initial rate of absorption exceeds 30g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at the time of laying.
- 9.5.6.14.8 Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- 9.5.6.14.9 Bond Pattern for Exposed Masonry: Lay exposed brick masonry to match the existing bond pattern.
- 9.5.6.14.10 Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2 inches. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.
- 9.5.6.12.11 Lay solid brick-size masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- 9.5.6.12.12 Use type N or S mortar.
- 9.5.6.12.13 Provide masonry joint reinforcement installed in horizontal mortar joints to bond wythes together.
- 9.5.6.12.14 Provide continuous masonry joint reinforcement as indicated. Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches. Space reinforcement not more than 8 inches o.c in parapet walls. Cut or interrupt joint reinforcement at control and expansion joints, unless otherwise indicated. Provide continuity at corners and wall intersections by using prefabricated "L" and "T" sections. Cut and bend reinforcing units as directed by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures, and other special conditions.
- 9.5.6.12.15 Provide cast stone units complying with ASTM C 1364. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666, Procedure A, as modified by ASTM C 1364. Colors and Textures: Match existing units. Reinforce units as indicated and as required by ASTM C 1364. Use galvanized or epoxy-coated reinforcement when covered with less than 1-1/2 inches of material.
- 9.5.6.12.16 Set cast stone as indicated on drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances. Provide stainless steel anchors, a minimum of two anchors per stone. Provide lead coated copper cap flashing above brick masonry parapet. Drench units with clear water just before setting. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as units are set. Fill dowel holes and anchor slots with mortar. Fill collar joint solid as units are set. Build concealed flashing into mortar joints as units are set. Leave head joints open in coping and other units with exposed horizontal surfaces. Keep joints clear of mortar, and rake out to receive sealant. Install joint sealants at joints in the stones.
- 9.5.6.13 New Throughwall Flashings – Swingstage (high-rise)
- a) Removal of 4 courses 1 wythe brick wall w/Temporary Shoring
 - b) Removal and replacement of steel lintel
 - c) Furnish and install new flashings (Bituthane)
 - d) Furnish and install new flashings (Lead coated copper)
 - e) Parging and waterproofing of back-up wall

- 9.5.6.13.1 Set up swingstage as per local jurisdiction and OSHA requirements.
- 9.5.6.13.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.
- 9.5.6.13.3 Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.
- 9.5.6.16.4 Remove 4 courses of the exterior 1 wythe brick using handheld tools, sawcutting and chipping hammers without damaging adjacent masonry.
- 9.5.6.13.5 Provide needle supports to support the exterior wythe at a minimum 2'-0" o.c.
- 9.5.6.13.6 Remove corroded steel shelf angle and replace with new. New steel shall be hot dip galvanized.
- 9.5.6.13.7 Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Unless otherwise indicated, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
- 9.5.6.13.8 If the backup wall is rough and full of mortar projections, remove projections and parge the wall using approved mortar. Waterproof the back-up wall using bituthane waterproofing sheet.
- 9.5.6.13.9 Install flashing as follows: At multiwythe masonry walls, including cavity walls, extend flashing from exterior face of outer wythe of masonry, through outer wythe, turned up a minimum of 8 inches and through inner wythe to within 1/2 inch of the interior face of the wall in exposed masonry. Where interior surface of inner wythe is concealed by furring, carry flashing completely through inner wythe and turn flashing up approximately 2 inches, unless otherwise indicated.
- 9.5.6.13.9.1 At masonry-veneer walls, extend flashing from exterior face of veneer, through veneer, up face of sheathing at least 8 inches and behind air-infiltration barrier or building paper.
- 9.5.6.13.9.2 At lintels and shelf angles, extend flashing a minimum of 4 inches into masonry at each end. At heads and sills, extend flashing 4 inches at ends and turn flashing up not less than 2 inches to form a pan.
- 9.5.6.13.9.3 Interlock end joints of ribbed sheet metal flashing by overlapping ribs not less than 1-1/2 inches or as recommended by flashing manufacturer, and seal lap with elastomeric sealant complying with requirements in Division 7 Section "Joint Sealants" for application indicated.
- 9.5.6.13.9.4 Extend sheet metal flashing 1/2 inch beyond face of masonry at exterior and turn flashing down to form a drip.
- 9.5.6.13.9.5 Install metal drip edges beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal drip edge.
- 9.5.6.13.9.6 Install metal flashing termination beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal flashing termination.
- 9.5.6.13.9.7 Cut flashing off flush with face of wall after masonry wall construction is completed.
- 9.5.6.13.9.8 Flashing sheet shall be bituthane membrane or lead coated copper sheet and /or both.
- 9.5.6.13.10 Install weep holes in the head joints in exterior wythes of the first course of masonry immediately above embedded flashing and as follows:
- 9.5.6.13.10.1 Use rectangular plastic tubing and/or wicking material to form weep holes.
- 9.5.6.13.10.2 Use wicking material to form weep holes above flashing in brick sills. Turn wicking down at lip of sill to be as inconspicuous as possible.
- 9.5.6.13.10.3 Space weep holes 24 inches o.c.
- 9.5.6.13.10.4 Space weep holes formed from plastic tubing 16 inches o.c.

- 9.5.6.13.10.5 In cavities, place mortar screens or pea gravel to a height equal to height of first course, but not less than 2 inches immediately above top of flashing embedded in the wall, as masonry construction progresses, to splatter mortar droppings and to maintain drainage.
- 9.5.6.13.10.6 Place cavity drainage material immediately above flashing in cavities.
- 9.5.6.13.10.7 In cavities insulated with loose-fill insulation, cover cavity side of open weep holes with plastic insect screening before placing insulation in cavity.
- 9.5.6.14. New Throughwall Flashings – Scaffolding (low-rise)
 - a) Removal of 4 courses 1 wythe brick wall w/Temporary Shoring b) Removal and replacement of steel lintel
 - c) Furnish and install new flashings (Bituthane)
 - d) Furnish and install new flashings (Lead coated copper)
 - e) Parging and waterproofing of back-up wall
- 9.5.6.14.1 Set up scaffolding as per local jurisdiction and OSHA requirements.
- 9.5.6.14.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.
- 9.5.6.14.3 Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.
- 9.5.6.14.4 Remove 4 courses of the exterior 1 wythe brick using handheld tools, sawcutting and chipping hammers without damaging adjacent masonry.
- 9.5.6.14.5 Provide needle supports to support the exterior wythe at a minimum 2'-0" o.c.
- 9.5.6.14.6 Remove corroded steel shelf angle and replace with new. New steel shall be hot dip galvanized.
- 9.5.6.14.7 Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Unless otherwise indicated, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
- 9.5.6.14.8 If the backup wall is rough and full of mortar projections, remove projections and parge the wall using approved mortar. Waterproof the back-up wall using bituthane waterproofing sheet.
- 9.5.6.14.9 Install flashing as follows: At multiwythe masonry walls, including cavity walls, extend flashing from exterior face of outer wythe of masonry, through outer wythe, turned up a minimum of 8 inches and through inner wythe to within 1/2 inch of the interior face of the wall in exposed masonry. Where interior surface of inner wythe is concealed by furring, carry flashing completely through inner wythe and turn flashing up approximately 2 inches, unless otherwise indicated.
- 9.5.6.14.9.1 Masonry-veneer walls, extend flashing from exterior face of veneer, through veneer, up face of sheathing at least 8 inches and behind air-infiltration barrier or building paper. At lintels and shelf angles, extend flashing a minimum of 4 inches into masonry at each end.
- 9.5.6.14.9.2 At heads and sills, extend flashing 4 inches at ends and turn flashing up not less than 2 inches to form a pan.
- 9.5.6.14.9.3 Interlock end joints of ribbed sheet metal flashing by overlapping ribs not less than 1-1/2 inches or as recommended by flashing manufacturer, and seal lap with elastomeric sealant complying with requirements in Division 7 Section "Joint Sealants" for application indicated.
- 9.5.6.14.9.4 Extend sheet metal flashing 1/2 inch beyond face of masonry at exterior and turn flashing down to form a drip.
- 9.5.6.14.9.5 Install metal drip edges beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal drip edge.

- 9.5.6.14.9.6 Install metal flashing termination beneath flashing at exterior face of wall. Stop flashing 1/2 inch back from outside face of wall and adhere flashing to top of metal flashing termination.
- 9.5.6.14.9.7 Cut flashing off flush with face of wall after masonry wall construction is completed.
- 9.5.6.14.9.8 Flashing sheet shall be bituthane membrane or lead coated copper sheet and /or both.
- 9.5.6.14.9.10 Install weep holes in the head joints in exterior wythes of the first course of masonry immediately above embedded flashing and as follows:
 - 9.5.6.14.10.1 Rectangular plastic tubing and/or wicking material to form weep holes.
 - 9.5.6.14.10.2 Use wicking material to form weep holes above flashing in brick sills. Turn wicking down at lip of sill to be as inconspicuous as possible.
 - 9.5.6.14.10.3 Space weep holes 24 inches o.c.
 - 9.5.6.14.10.4 Space weep holes formed from plastic tubing 16 inches o.c.
 - 9.5.6.14.10.5 In cavities, place mortar screens or pea gravel to a height equal to height of first course, but not less than 2 inches immediately above top of flashing embedded in the wall, as masonry construction progresses, to splatter mortar droppings and to maintain drainage.
 - 9.5.6.14.10.6 Place cavity drainage material immediately above flashing in cavities.
 - 9.5.6.14.10.7 In cavities insulated with loose-fill insulation, cover cavity side of open weep holes with plastic insect screening before placing insulation in cavity.
- 9.5.6.15 Brick Masonry/Stone Stabilization.
 - a) Drilling and installation of new friction pins with mortar cap.
 - b) Drilling and installation of new friction pins for lime stone with mortar cap.
- 9.5.6.15.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.
- 9.5.6.15.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.
- 9.5.6.15.3 This procedure is only for brick walls and stones that need to be stabilized laterally and have good bearing supports.
- 9.5.6.15.4 Use one of the following products: Dur-O-Wall Friction pin or Helifix Dryfix Masonry pin.
- 9.5.6.15.5 Install pins using manufacturer's propriety insertion tools and as per manufacturer's installation directions.
- 9.5.6.15.6 Install pins every three courses of brick @ 24 inches on center. For stones, install one pin per 2 square feet.
- 9.5.6.15.7 Determine required length of pin in the field. Minimum embed into backup wall 3 inches.
- 9.5.6.15.8 Plug holes in the brick wall mortar joint and stone joints using new mortar to match existing.
- 9.5.6.16 Limestone Removal and Replacement.
 - a) Removal of existing deteriorated architectural limestone.
 - b) Furnish and install new limestone replacement.
 - c) Replacement of stone with lightweight polymer resin to match.
 - d) Minor patching of existing stone to match.
- 9.5.6.16.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.
- 9.5.6.16.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.
- 9.5.6.16.3 Remove cracked, deteriorated limestone by sawcutting perimeter, using chisels and mallets, carefully so as not to damage and chip adjacent panels.
- 9.5.6.16.4 Furnish and install new limestone to match existing. Provide bearing supports and anchors for lateral support.
- 9.5.6.16.5 Furnish and install simulated limestone to match existing manufactured using polymer resins.

- Manufacturer: Product: Micro terra cotta; Manufacturer: Granetech; Ph: 815-899-9288.
- 9.5.6.16.6 Repair small spalls and cracks in limestone using Jhan Mortar M70. Match mortar to existing panel in color and texture. Use mortar as per manufacturer's installation instructions.
- 9.5.6.17 Terra Cotta Removal and Replacement.
- a) Removal of existing deteriorated architectural Terra Cotta.
 - b) Furnish and install new Terra Cotta replacement.
 - c) Replacement of stone with lightweight polymer resin to match.
 - d) Minor patching of existing stone to match.
- 9.5.6.17.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.
- 9.5.6.17.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.
- 9.5.6.17.3 Remove cracked, deteriorated terra cotta by sawcutting perimeter, using chisels and mallets, carefully so as not to damage and chip adjacent panels.
- 9.5.6.17.4 Furnish and install new terra cotta stone to match existing. Provide bearing supports and anchors for lateral support.
- 9.5.6.17.5 Furnish and install simulated terra cotta stone to match existing manufactured using polymer resins. Manufacturer: Product: Micro terra cotta; Manufacturer: Granetech; Ph: 815-899-9288.
- 9.5.6.17.6 Repair small spalls and cracks in terra cotta stone using Jhan Mortar M100. Match mortar to existing panel in color and texture. Use mortar as per manufacturer's installation instructions.
- 9.5.6.18 Roof Coping Stones.
- a) Removal of existing roof coping stones (16 inches).
 - b) Removal and parging of existing substrate.
 - c) Furnish and install new lead coated copper flashings.
 - d) Drilling and epoxy grouting stainless steel pins.
 - e) Reinstallation of existing stones with cleaning.
 - f) Furnish and install new coping stones.
 - g) Furnish and install new sealants between coping stones.
 - h) Cleaning and coating of existing stones.
- 9.5.6.18.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.
- 9.5.6.18.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.
- 9.5.6.18.3 Remove existing deteriorated coping stones carefully without damaging the masonry below.
- 9.5.6.18.4 Remove deteriorated mortar bed below using chisels and mallets and other handheld tools without damaging masonry and parge the top of the wall to provide an even surface for the stone.
- 9.5.6.18.5 Replace only damaged coping stones. Provide new cast stone units complying with ASTM C 1364. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666, Procedure A, as modified by ASTM C 1364. Colors and Textures: Match existing units. Reinforce units as indicated and as required by ASTM C 1364. Use galvanized or epoxy-coated reinforcement when covered with less than 1-1/2 inches of material.
- 9.5.6.18.6 Set cast stone as indicated on drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances. Provide stainless steel anchors, a minimum of two anchors per stone. Provide 20 OZ Cheney interlocking copper cap flashing above brick masonry parapet. Drench units with clear water just before setting. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and

- ties into mortar joints as units are set. Fill dowel holes and anchor slots with mortar. Fill collar joint solid as units are set. Build concealed flashing into mortar joints as units are set. Leave head joints open in coping and other units with exposed horizontal surfaces. Keep joints clear of mortar, and rake out to receive sealant. Install joint sealants at joints in the stones.
- 9.5.6.18.7 The existing coping stones are to be cleaned using power wash with mild detergent before re- installation.
 - 9.5.6.18.8 Apply a water repellent surface sealer or waterproof coating as specified.
 - 9.5.6.19 CMU Backup Wall Repair and Waterproofing.
 - a) Replacement of Deteriorated CMU Back-up.
 - b) Parging of CMU back-up wall.
 - c) Waterproofing of back-up wall.
 - 9.5.6.19.1 Set up swingstage/scaffolding as per local jurisdiction and OSHA requirements.
 - 9.5.6.19.2 Set up sidewalk protection below as per local jurisdiction and OSHA requirements.
 - 9.5.6.19.3 Remove loose deteriorated CMU units using handheld tools such as chisels and mallets.
 - 9.5.6.19.4 Remove excess mortar protruding from the wall and fill gaps in the joints.
 - 9.5.6.19.5 Parge the surface of the wall even using mortar.
 - 9.5.6.19.6 Waterproof the wall using W.R. Grace Bituthane waterproofing sheet as per manufacturer's instructions. Seal holes in the membrane sheet caused by the metal ties using mastic or other sealants approved by the membrane manufacturer.
 - 9.5.6.20 Brick Masonry Piers.
 - a) Isolated repair of existing masonry piers (removal and replacement).
 - b) Reconstruction of isolated areas of pier.
 - c) Construction of new masonry piers.
 - 9.5.6.20.1 Set up protection, scaffolding/swingstage as per OSHA requirements.
 - 9.5.6.20.2 Remove deteriorated/cracked brick/masonry (individual units or an area) using handheld tools, chisels and mallets without damaging adjacent masonry units.
 - 9.5.6.20.3 Provide and install new brick/masonry units and mortar to match existing. Provide reinforcing ties at joints. Provide a minimum of 2 ties, if repair area is less than 2 sq.ft, and 1 tie per 1 sq. ft. area of replacement.
 - 9.5.6.20.4 Provide and construct new 16"x16" brick masonry pier. The masonry units and the mortar to match existing in color and texture. Provide joint reinforcement every three courses.
 - 9.5.6.21 Crack Repair.
 - a) Drill and install new stainless steel pins.
 - b) Grouting of open cracks.
 - c) Replacement of cracked bricks.
 - 9.5.6.21.1 Set up protection, scaffolding/swingstage as per OSHA requirements.
 - 9.5.6.21.2 Drill and install stainless steel 3/8" dia. threaded rods or pins or Sika propriety anchors in the mortar joints on both side of the crack. The pins shall have a minimum embedment of 2 inches into the back-up wall. Install pins every three courses or 12 inches o.c.
 - 9.5.6.21.3 In solid masonry walls, grout the cracks using non-shrink grout injecting under pressure.
 - 9.5.6.21.4 Remove cracked bricks and install new bricks to match existing.
 - 9.5.6.22 Concrete Removal.
 - a) Perimeter sawcutting.
 - b) Removal of existing concrete (2" depth).
 - c) Removal of existing concrete (3.5" depth).
 - 9.5.6.22.1 Setup sidewalk protection, perimeter netting as required by local authorities and OSHA.
 - 9.5.6.22.2 Setup swingstage/scaffolding as per OSHA and local requirements.

- 9.5.6.22.3 Sound the concrete slab, beam edge and/or other deteriorated and sound concrete surfaces using a hammer or sounding device and mark locations of concrete delaminations.
- 9.5.6.22.4 Sawcut the perimeter of the repair area ½" deep without cutting any reinforcement.
- 9.5.6.22.5 Using 15 pound chipping hammers, remove delaminated and sound concrete to expose embedded steel reinforcement. The removal shall extend to expose at least 6 inches of clean reinforcement without any corrosion. Remove concrete a minimum of ¾" below the reinforcing or to sound concrete.
- 9.5.6.23 New Concrete and Coating.
 - a) Placement of new high strength patching mortar (2" depth).
 - b) Placement of new high strength patching mortar (3.5" depth).
 - c) Cleaning and coating of concrete surface.
- 9.5.6.23.1 Setup sidewalk protection, perimeter netting as required by local authorities and OSHA.
- 9.5.6.23.2 Setup swingstage/scaffolding as per OSHA and local requirements.
- 9.5.6.23.3 Use "Eucocrete" by Euclid Chemical Company or approved equal.
- 9.5.6.23.4 The existing concrete must be clean and rough. The surface must be prepared using scabber, bushhammer or scarifier which will give a surface profile of a minimum of 1/8" and expose the coarse aggregate of the concrete.
- 9.5.6.23.5 Edges should be sawcut ¼" deeper than the depth of repair and the floor should be notched at the edge of repair to provide a lock-in, reinforced edge.
- 9.5.6.23.6 Wet concrete surface and keep it damp. No ponding of water on the surface.
- 9.5.6.23.7 Apply a scrub coat of Eucocrete with SBR latex.
- 9.5.6.23.8 Mix Eucocrete as per manufacturer's instruction and place concrete and finish to the texture specified. Do not add additional water for finishing.
- 9.5.6.23.9 Wet cure area for three days. If wet cure is not possible, cure the floor with a high solids curing compound such as Super Aqua-Cure, Super Rezseal by Euclid or approved equal. In hot, windy or direct sunlight situations, re-wet the surface after the curing compound has dried and cover the area with polyethelene for a minimum of three days.
- 9.5.6.23.10 For patching vertical and overhead surfaces, use Euclid "Verticoat" or Sika SHB patching mortar. Install and cure as per manufacturer's instructions.
- 9.5.6.23.11 After 28 days of curing, clean concrete surface free of all laintance and curing compounds using power washing, grinding and/or shotblasting and install waterproof coating as per manufacturer's recommendations.
- 9.5.6.23.12 For vertical and overhead concrete surfaces, install Tremco "walltite" or approved equal.
- 9.5.6.23.13 For horizontal traffic surfaces, use Vulkem "Traffic Membrane Light Duty" or approved equal.
- 9.5.6.24 Sidewalk Bridging.
 - 9.5.6.24.1 Furnish and install new sidewalk bridge with lighting conforming to local ordinances and OSHA regulations.
 - 9.5.6.24.2 Sidewalk bridges should be designed to carry a minimum superimposed load of 300 PSF, but not less than the load required by the local ordinances.
 - 9.5.6.24.3 Sidewalk bridges shall not obstruct buildings entrances, exits, fire escapes and stairs.
 - 9.5.6.24.4 Sidewalk bridges shall be designed by a Professional Engineer registered in the state where the project is located and the drawings should be approved by the Building Dept. or local agency prior to installation.
 - 9.5.6.24.5 The sidewalk bridge should be checked and maintained and provide rental and maintenance costs.
- 9.5.6.25 Temporary Roof Protection

- 9.5.6.26.1 Protect existing roof from construction damage. Spread plastic sheet and cover the roof continuously with plywood. Place dead weight evenly on the plywood, so that they are not moved by heavy winds.
- 9.6 **Metal work**
- 9.6.1 **Remove standard metal decking**
- 9.6.1.1 Before work starts, area below work must be protected and/or barricaded before deck removal begins.
- 9.6.1.2 Remove deteriorated decking.
- 9.6.1.3 Dispose of old decking in an approved dumpsite or with scrap metal buyer.
- 9.6.1.4 All decking must be replaced and covered daily.
- 9.6.2 **Install metal decking.**
- 9.6.2.1 Steel galvanized metal deck units, ASTM A 446, Grade A; galvanizing per ASTM A 525, G60 (SDI "Design Manual for Floor Decks and Roof Decks").
- 9.6.2.2 Use coated self-tapping deck screws.
- 9.6.2.3 All welding per SWA "Structural Welding Code."
- 9.6.2.4 Paint must be rust inhibitive. Existing deck will be painted, where required.
- 9.6.2.5 Install deck units and accessories in accordance with manufacturer's recommendations and final shop drawings.
- 9.6.2.6 Place deck units on supporting steel framework and adjust to final position with ends accurately aligned and bearing on supporting members before being permanently fastened. Do not stretch or contract side lap interlocks.
- 9.6.2.7 Place deck unit in straight alignment for entire length of run of cells and with close alignment between cells at ends of abutting units.
- 9.6.2.8 Place deck units flat and square, secured to adjacent framing without warp or excessive deflection.
- 9.6.2.9 Do not place deck units on concrete supporting structure until concrete is cured and dry.
- 9.6.2.10 Coordinate and cooperate with structural steel erector in locating decking bundles to prevent overloading of structural members.
- 9.6.2.11 Fasten roof deck units to steel supporting members by not less than 1/2" diameter fusion welds or elongated welds of equal strength, spaced not more than 12" o.c. at supports, and at closer spacing where required for lateral force resistance.
- 9.6.2.12 Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds and methods used in correcting welding work.
- 9.6.2.13 Use welding washers where recommended by deck manufacturer.
- 9.6.2.14 Lock side laps of adjacent deck units between supports with screws on 36" centers.
- 9.6.2.15 Provide reinforcement at opening to match that that exists.
- 9.6.3 **Install steel plate, two sizes.**
- 9.6.3.1 Galvanized, 10 gauge steel; also, extra heavy-duty, 1/4th inch thick. Mechanically attached to meet local needs. Must be supported to comply with surrounding/adjacent conditions. (Gauge to match existing, as necessary.)
- 9.6.3.2 Angle iron or steel plate, 1/4" mechanically attached to meet local needs. Must be supported to comply with surrounding/adjacent conditions.
- 9.6.3.3 Cover limited openings in a deck. Steel may be used as required in horizontal or vertical conditions, decking, coverings or framing.
- 9.6.4 **Remove metal counterflashing.**
- 9.6.4.1 Remove existing counterflashing.
- 9.6.4.2 Dispose of old counterflashing in an approved dumpsite or with scrap metal buyer.
- 9.6.5 **Counterflashing, galvanized, 24 gauge, 6" width.**
- 9.6.5.1 Sheet steel, ASTM 526, with 1.25 oz. per square foot galvanized coating.

- 9.6.5.2 Hemmed and with a 45° drip edge.
- 9.6.6 **Counterflashing, copper, 16 oz., 6" width.**
- 9.6.6.1 Copper, ASTM B 370-840.
- 9.6.6.2 Hemmed and with a 45° drip edge.
- 9.6.7 **Remove metal edge, gravel stop, eave strip, or coping.**
- 9.6.7.1 Remove existing counterflashing.
- 9.6.7.2 Dispose of waste in an approved dumpsite or with scrap metal buyer.
- 9.6.8 **Metal edge raised, galvanized steel fascia/eave drip; 6" face, hemmed, continuous cleat, 3"deck flange.**
- 9.6.8.1 Steel, ASTM A 526, with 1.25 oz. per square feet galvanized coating.
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.8.2 Metal fascia.
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.8.3 Treated wood cant.
- 9.6.8.4 Approved fasteners, according to prime contractor.
- 9.6.8.5 Install face to roof edge. Installation to comply with fascia manufacturer's specifications.
- 9.6.8.6 Flash (seal) fascia as specified by manufacturer.
- 9.6.9 **Gravel stop, galvanized steel, 24 gauge, 6" face.**
- 9.6.9.1 Steel, ASTM A 526, with 1.25 oz. per square feet galvanized coating, 24 gauge.
- 9.6.9.2 Solder, ASTM B 32-93, alloy grade Sn50A. Neutralize flux after soldering.
- 9.6.9.3 Continuous cleat, 22 gauge sheet steel with 1.25 oz. per square feet galvanized coating.
- 9.6.9.4 Fabricate and install gravel stop per SMACNA and NRCA standards.
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.9.5 Set flashing in asphalt mastic 3" on center, staggered.
- 9.6.9.6 Strip flange per roofing manufacturer's specifications.
- 9.6.9.7 Install butt plates between sections.
- 9.6.10 **Remove metal gutter.**
- 9.6.10.1 Remove existing gutter.
- 9.6.10.2 Dispose of old metal in an approved dumpsite or with scrap metal buyer.
- 9.6.11 **Cutter, galvanized steel, ASTM 526, with 1.25 oz/square foot galvanized coating, 24 gauge, 5" box or ogee style, joints and end caps shall be soldered.**
- 9.6.11.1 Install gutters where specified by work order.
- 9.6.11.2 Installation must conform to SMACNA manual details.
- 9.6.11.3 Stiffeners shall be installed 36" o.c.
- 9.6.11.4 Gutters shall have spacers and gutter brackets. Brackets shall be sized per manufacturer's instruction, or 36" on center with gutter spacers spaced equally between brackets. Brackets shall be sized per Table 1-8, Architectural Sheet Metal Manual, 5th edition.
- 9.6.11.5 Gutter shall be fabricated from flat stock (minimum 1/16 x 1 inch of the same material as the gutter). Spacers shall be attached as shown in the Architectural Sheet Metal Manual, 5th edition, figure 1-13A.
- 9.6.11.6 Owner may wish to match to existing gutter style and size. In such instances, the most stringent details in the Architectural Sheet Metal Manual, 5th edition, shall be the minimum standard.
- 9.6.11.7 Gutter expansion joints shall be sized per table 1-7 of the Architectural Sheet Metal Manual, 5th edition. Details shown in figures 1-5 and 1-6 are the minimum standards.
- 9.6.12 **Gutter, aluminum, .050" thick 5" box or ogee, painted, Kynar finish.**
- 9.6.12.1 Install gutters with approved fasteners where specified by work order.
- 9.6.12.2 Installation must conform to SMACNA manual details, and NRCA and roofing manufacturer's details.

- 9.6.12.3 Stiffeners shall be installed 36" o.c., as will support brackets.
- 9.6.13 **Gutter, copper, 16 oz, half round, 5" wide.**
- 9.6.13.1 Install pre-manufactured copper gutters with approved fasteners where specified by work order.
- 9.6.13.2 Installation must conform to SMACNA manual details, and NRCA and roofing manufacturer's details.
- 9.6.13.3 Stiffeners shall be installed 36" o.c., as will support brackets.
- 9.6.14 **Gutter, copper, 16 oz, half round, 6" wide.**
- 9.6.14.1 Install pre-manufactured copper gutters with approved fasteners where specified by work order.
- 9.6.14.2 Installation must conform to SMACNA manual details, and NRCA and roofing manufacturer's details.
- 9.6.14.3 Stiffeners shall be installed 36" o.c., as will support brackets.
- 9.6.15 **Remove metal downspouts.**
- 9.6.15.1 Remove existing downspouts.
- 9.6.15.2 Dispose of old downspouts in an approved dumpsite or with scrap metal buyer.
- 9.6.16 **Downspouts, aluminum, .024" thick, 3" x 4", painted, installed.**
- 9.6.16.1 Materials must have two coats of factory applied baked-on enamel, color selected by owner.
- 9.6.17 **Downspouts, GI, 24 gauge 3" x 4", installed.**
- 9.6.17.1 Materials per ASTM A 526, with 1.25 oz. per square feet galvanized coating.
- 9.6.18 **Downspouts, GI, 24 gauge, 4" round, installed.**
- 9.6.18.1 Materials per ASTM A 526, with 1.25 oz. per square feet galvanized coating.
- 9.6.19 **Downspouts, copper, 16 oz., 6" round, installed.**
- 9.6.19.1 ASTM B 370-84A, to match existing spouts.
- 9.6.20 **Downspouts, strainer.**
- 9.6.20.1 Copper.
- 9.6.20.2 Galvanized steel.
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.20.3 Install downspout strainer in gutter, where specified.
- 9.6.21 **Metal flashing, apron flashing, 9" wide.**
- 9.6.21.1 16 oz. copper per ASTM B 370-81.
- 9.6.21.2 Steel, ASTM A 526, with 1.25 oz. per square feet galvanized coating.
- 9.6.21.3 Installation must conform to NRCA and roofing manufacturer's details.
- 9.6.22 **Metal flashing, step flashing.**
- 9.6.22.1 16 oz. copper per ASTM B 370-81.
- 9.6.22.2 Steel, ASTM A 526, with 1.25 oz. per square feet galvanized coating.
- 9.6.22.3 Flashing must conform to SMACNA manual details.
- 9.6.23 **Metal splash pan, 16 oz.**
- 9.6.23.1 16 oz. copper per ASTM B 370-81.
- 9.6.23.2 Steel, ASTM A 526, with 1.25 oz. per square feet galvanized coating.
- 9.6.23.3 Solder and flux.
- 9.6.23.4 Fabricate splash pans a minimum of 12" wide, 18" long, with 1" sides hemmed 1/2" on 3 sides.
- 9.6.23.5 Installation must conform to SMACNA manual details.
- 9.6.24 **Metal trim, aluminum, .032" thick, painted.**
- 9.6.24.1 Material shall have a Kynar finish.
- 9.6.24.2 Fabricate and install metal trim to conform to building as specified in work order.
- 9.6.24.3 Installation must conform to SMACNA manual details.
- 9.6.25 **Metal storm collar.**
- 9.6.25.1 16 oz. copper per ASTM B 370-81.
- 9.6.25.2 Steel, ASTM A 526, with 1.25 oz. per square feet galvanized coating.

- 9.6.25.3 Stainless steel, 26 gauge, ASTM A 167-82.
- 9.6.25.4 Aluminum, .032, ASTM B 221-82A.

- 9.6.25.5 Install storm collars over all pitched pockets as directed by prime contractor using specified material.
- 9.6.25.6 Install in cone shaped configuration per NRCA.
- 9.6.26 **Metal coping, galvanized steel, 24 gauge, standing seam.**
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.26.1 Steel, ASTM A 526, with 1.25 oz. per square feet galvanized coating.
 In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.26.2 Continuous cleat, 22 gauge, galvanized sheet steel, ASTM A 526.
 In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.26.3 Fasteners as specified by roofing manufacturer.
 In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.26.4 Fabricate coping cap per SAMNA details.
 In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.26.5 Fascia edges to extend past wood a minimum of 1".
 In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.26.6 Fasten face with continuous lock strip.
 In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.26.7 Fasten backside with screws and neoprene washers 30" o.c.
- 9.6.27 **Metal coping, galvanized steel, 24 gauge, with butt plate.**
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.27.1 Steel, ASTM A 526, with 1.25 oz. per square feet galvanized coating.
- 9.6.27.2 Continuous cleat, 22 gauge, galvanized sheet steel, ASTM A 526.
 In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.27.3 Fasteners as specified by roofing manufacturer.
 In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.27.4 Fabricate coping cap with standing seams per SMACNA details.
 In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.27.5 Fascia edges to extend past wood a minimum of 1".
- 9.6.27.6 Fasten face with continuous lock strip.
 In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.27.7 Fasten backside with screws and neoprene washers
 In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.28 **Resolder joints in sheet metal.**
- 9.6.28.1 Flux, cleaner, and solder as needed, and experience.
- 9.6.28.2 Wire brush the joint.
- 9.6.28.3 Clean area to be soldered.
- 9.6.28.4 Apply flux and solder as per SMACNA specifications.
- 9.6.28.5 Clean up site when through.
- 9.6.29 **Metal edge, aluminum, .050" thick, 6" face, painted.**
- 9.6.29.1 Material shall have a Kynar finish.
- 9.6.29.2 Metal edge shall have a minimum 6" face. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.29.3 Fabricate and install metal trim to conform to building as specified in work order.
- 9.6.29.4 Installation must conform to SMACNA manual details.
 In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.30 **Metal edge, aluminum, free floating fascia system.**
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.30.1 Metal edge shall have a minimum 6" face.
 In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.30.2 Fabricate and install metal trim to conform to building as specified in work order.
- 9.6.30.3 Assemble fascia sections, deck bracket units, and joint plate to form each 10' fascia section.

- 9.6.30.4 Begin at corners. Snap prefabricated corner with joint plates onto first fascia section.
- 9.6.30.5 Position onto corner and loosely secure. Install remaining sections.
- 9.6.30.6 Visually align. Secure deck brackets to wood nailer.
- 9.6.30.7 Install new wood cant strip over deck brackets. Apply roofing membrane to top edge of cant.
- 9.6.30.8 Installation must conform to SMACNA manual details.
- 9.6.31 **Parapet Wall Metal.**
- 9.6.31.1 Metal panels are factory roll-formed 26 or 24 gauge steel, coated both sides with a layer of (Galvalume), aluminum-zinc alloy (approximately 55% aluminum, 45% zinc) applied by continuous hot dip method. Triple-spot minimum 0.55 once per square foot as determined by the triple-spot test per ASTM specification A-792.
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.31.2 26 or 24 gauge galvanized, per ASTM specification A653, and painted with exterior colors of a full strength, 70% Kynar 500 & Hylar 5000 fluoropolymer coating.
- 9.6.31.3 Panels are designed in accordance with AISI "Specifications for the Design of Light-Gauge, Cold-Formed Steel Structural Members", or CAN/CSAS136 "Cold-Formed Steel Structural Steel Members" and in accordance with sound engineering methods and practices.
- 9.6.32 **Metal edge, anodized finished aluminum, free floating fascia system 8 inches.**
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.32.1 A heavy aluminum extrusion with reinforced hypalon elastomeric sheeting to form a flexible, free floating fascia system capable of accommodating dynamic perimeter roof movement.
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.32.2 Install per manufacturer's specifications.
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.33 **Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 8 inches.**
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.33.1 A heavy aluminum extrusion with reinforced hypalon elastomeric sheeting to form a flexible, free floating fascia system capable of accommodating dynamic perimeter roof movement.
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.33.2 Install per manufacturer's specifications.
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.34 **Metal edge, anodized finished aluminum, free floating fascia system 6 inches.**
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.34.1 A heavy aluminum extrusion with reinforced hypalon elastomeric sheeting to form a flexible, free floating fascia system capable of accommodating dynamic perimeter roof movement.
- 9.6.34.2 Install per manufacturer's specifications. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.35 **Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 6 inches.**
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.35.1 A heavy aluminum extrusion with reinforced hypalon elastomeric sheeting to form a flexible, free floating fascia system capable of accommodating dynamic perimeter roof movement.
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.35.2 Install per manufacturer's specifications.
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.6.36 **New Aluminum Metal Cladding.**

- a) **Furnish and install new uninsulated aluminum wall cladding.**
- b) **Furnish and install new insulated aluminum wall cladding.**
- c) **Furnish and install new insulated aluminum wall cladding panels (Architecture).**
- d) **Cladding of roof parapet walls with copings.**
- 9.6.36.1 Set up protection, scaffolding/swingstage as per OSHA requirements.
- 9.6.36.2 The aluminum panels are to be installed only on structurally sound walls. Provide concealed anchorages to the walls as recommended by the panel manufacturer.
- 9.6.36.3 The anchorages should be capable of withstanding the code stipulated wind loads.
- 9.6.36.4 The joints between panels should be overlapping and positively sealed against water and air intrusion.
- 9.6.37 **New Exterior Finish Insulation System.**
 - a) **New exterior finish insulation system.**
 - b) **New exterior finish insulation system w/o insulation.**
- 9.6.37.1 Furnish and install an EFIS system by Dryvit as per manufacturer's recommendation.
- 9.6.37.2 Incorporate air and vapor barrier and weeping system as recommended by the manufacturer.
- 9.6.38 **New Metal Copings.- New aluminum metal parapet copings.**
- 9.6.38.1 Set up protection, scaffolding/swingstage as per OSHA requirements.
- 9.6.38.2 Field measure the parapet wall for fabrication of the metal coping for tight fit.
- 9.6.38.3 Install wood blocking on top of the wall and anchored to the wall.
- 9.6.38.4 Install continuous cleats on both sides of the wood blocking.
- 9.6.38.5 Install new anodized aluminum coping snapped on tight to the cleats.
- 9.6.38.6 Adjacent sections should be lapped a minimum of six inches and the joints should be sealed watertight with sealants.
- 9.6.39 **Surface Preparation.**
 - a) **Cleaning of existing steel and surface.**
 - b) **Coating of existing reinforcement.**
- 9.6.39.1 Setup sidewalk protection, perimeter netting as required by local authorities and OSHA.
- 9.6.39.2 Setup swingstage/scaffolding as per OSHA and local requirements.
- 9.6.39.3 Remove all rust from rebars using grinders and other power tools and handheld tools.
- 9.6.39.4 Clean concrete surface free of all laitance by blowing using compressed air or power washing the surface.
- 9.6.39.5 Coat exposed reinforcing with corrosion inhibitor such as Corr-Bond or Euco #452 LV Epoxy manufactured by Euclid Chemical Company or approved equal.
- 9.7 **Woodwork**
- 9.7.1 **Demolition of plywood or standard 1" x 6" decking.**
- 9.7.1.1 Before work starts, area below work must be protected and/or barricaded before deck removal begins.
- 9.7.1.2 Remove deteriorated decking, nails and fasteners.
- 9.7.1.3 Dispose of old decking that can't be reused in an approved dumpsite or, when asked, donate wood to school football team for homecoming bonfire.
- 9.7.1.4 Inspect roof joists; repair or replace as directed by prime contractor. (See separate line item.)
- 9.7.1.5 All decking must be replaced and covered daily and comply with OSHA, EPA, and local building codes and regulations.
- 9.7.2 **Demolition of standard 2" x 6" tongue and groove decking.**
- 9.7.2.1 Before work starts, area below work must be protected and/or barricaded before deck removal begins.
- 9.7.2.2 Remove deteriorated decking, nails and fasteners.
- 9.7.2.3 Dispose of old decking that can't be reused in an approved dumpsite or, when asked, donate wood to school drama club for theater set construction.

- 9.7.2.4 Inspect roof joists; repair or replace as directed by prime contractor.
- 9.7.2.5 All decking must be replaced and covered daily and comply with OSHA, EPA, and local building codes and regulations.
- 9.7.3 **Plywood decking, CDX, 1/2" thick (or 15/32" optional).**
- 9.7.3.1 Plywood panels shall be identified with the American Plywood Association (APA) grade trademark and shall meet the requirements of U.S. Products Standard PS-1 for soft plywood construction.
- 9.7.3.2 All plywood which has any edge or surface permanently exposed to weather shall be of the exterior type.
- 9.7.3.3 Plywood roof decking shall be grade C-D or better with exterior glue.
- 9.7.3.4 Proper fasteners shall be used.
- 9.7.3.5 Verify that surfaces to receive decking are prepared and ready.
- 9.7.4 **Plywood decking, CDX, 5/8" thick.**
- 9.7.4.1 Plywood panels shall be identified with the American Plywood Association (APA) grade trademark and shall meet the requirements of U.S. Products Standard PS-1 for soft plywood construction.
- 9.7.4.2 All plywood which has any edge or surface permanently exposed to weather shall be of the exterior type.
- 9.7.4.3 Plywood roof decking shall be grade C-D or better with exterior glue.
- 9.7.4.4 Proper fasteners shall be used.
- 9.7.4.5 Verify that surfaces to receive decking are prepared and ready.
- 9.7.5 **Plywood decking, CDX, 3/4" thick.**
- 9.7.5.1 Plywood panels shall be identified with the American Plywood Association (APA) grade trademark and shall meet the requirements of U.S. Products Standard PS-1 for soft plywood construction.
- 9.7.5.2 All plywood which has any edge or surface permanently exposed to weather shall be of the exterior type.
- 9.7.5.3 Plywood roof decking shall be grade C-D or better with exterior glue.
- 9.7.5.4 Proper fasteners shall be used.
- 9.7.5.5 Verify that surfaces to receive decking are prepared and ready.
- 9.7.6 **Standard 1" x 6" decking, tongue and groove.**
- 9.7.6.1 1 x 6 commercial grade with 15% maximum moisture content, single tongue and groove edges with FB-1200 psi. Must be stamped with *dry* stamp.
- 9.7.6.2 Nails must meet Federal Specification FF-N-105B for common nails, style 10, cement coated.
- 9.7.6.3 Verify that the surfaces are still ready to receive decking.
- 9.7.6.4 Install decking continuous over three supports.
- 9.7.6.5 Drive deck members tight using short block; do not hammer tongue. (Or fingers)
- 9.7.6.6 Nail each member to support with two 30d common blind and face nail for decking up to 2 1/4" thick and 40d common blind and face nail for decking 2 3/4" to 3" thick.
- 9.7.6.7 Toe nail groove to tongue at 40 to 50 degree angle starting 1 1/4" from groove edge. Nail to each purlin using 8d common nails.
- 9.7.7 **Standard 2" x 6" tongue and groove decking.**
- 9.7.7.1 2 x 6 commercial grade with 15% maximum moisture content, single tongue and groove edges with FB-1200 psi. Must be stamped with *dry* stamp.
- 9.7.7.2 Nails must meet Federal Specification FF-N-105B for common nails, style 10, cement coated.
- 9.7.7.3 Verify that the surfaces are still ready to receive decking.
- 9.7.7.4 Install decking continuous over three supports.
- 9.7.7.5 Drive deck members tight using short block; do not hammer tongue. (Or fingers)
- 9.7.7.6 Nail each member to support with two 30d common blind and face nail for decking up to 2 1/4" thick and 40d common blind and face nail for decking 2 3/4" to 3" thick.

- 9.7.7.7 Toe nail groove to tongue at 40 to 50 degree angle starting 1 1/4" from groove edge. Nail to each purlin using 8d common nails.
- 9.7.8 **Cants, wood fiber, trapezoidal, 1 1/2" x 5 5/8".**
- 9.7.8.1 Wood fiberboard, ASTM C 208, asphalt impregnated.
- 9.7.8.2 Type IV (or appropriate type) steep asphalt, ASTM D 312-84, UL Class A.
- 9.7.8.3 Install wood fiber cants set in a continuous mopping of steep asphalt at a rate of 25 lbs. per 100 square feet.
- 9.7.9 **Cants, treated wood, 4" x 4" diagonal.**
- 9.7.9.1 4 x 4 treated wood cut on bias to form cant strip. Southern Pine, No. 2 grade, free from warping and decay. Pressure treated with Chromated Copper Arsenate (CCA) to meet AWPB, LP22, 0.40 retention and marked.
- 9.7.9.2 Nails must meet Federal Specification FF-N-105B for common nails, style 10, cement coated.
- 9.7.9.3 Install treated cant to wood nailer as outlined in work order.
- 9.7.9.4 Cants to be nailed 16" o.c. and fastened to walls as required by roofing manufacturer.
- 9.7.9.5 Top edge shall be flush with wall.
- 9.7.9.6 Corners are to be mitered to fit snug.
- 9.7.10 **Nailer, treated wood, 1" x 4".**
- 9.7.10.1 1 x 4 treated wood. Southern Pine, No. 2 grade, free from warping and decay. Pressure treated with Chromated Copper Arsenate (CCA) to meet AWPB, LP22, 0.40 retention and marked. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.7.10.2 Nails must meet Federal Specification FF-N-105B for common nails, style 10, cement coated.
- 9.7.10.3 Install wood blocking as outlined in work order.
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.7.10.4 Fasten blocking with approved fasteners in two rows staggered on 24" centers.
- 9.7.11 **Nailer, treated wood, 2" x 4". In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.**
- 9.7.11.1 2 x 4 treated wood. Southern Pine, No. 2 grade, free from warping and decay. Pressure treated with Chromated Copper Arsenate (CCA) to meet AWPB, LP22, 0.40 retention and marked.
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.7.11.2 Nails must meet Federal Specification FF-N-105B for common nails, style 10, cement coated.
- 9.7.11.3 Install wood blocking as outlined in work order.
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.7.11.4 Fasten blocking with approved fasteners in two rows staggered on 24" centers.
- 9.7.12 **Nailer, treated wood, 2" x 6" (or 2" x 8" optional).
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.**
- 9.7.12.1 2 x 6 treated wood. Southern Pine, No. 2 grade, free from warping and decay. Pressure treated with Chromated Copper Arsenate (CCA) to meet AWPB, LP22, 0.40 retention and marked.
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.7.12.2 Nails must meet Federal Specification FF-N-105B for common nails, style 10, cement coated.
- 9.7.12.3 Install wood blocking as outlined in work order.
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.7.12.4 Fasten blocking with approved fasteners in two rows staggered on 24" centers.
- 9.7.13 **Curbing, treated wood, 2" x 12".
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.**

- 9.7.13.1 2 x 12 treated wood. Southern Pine, No. 2 grade, free from warping and decay. Pressure treated with Chromated Copper Arsenate (CCA) to meet AWPB, LP22, 0.40 retention and marked.
In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.7.13.2 Nails must meet Federal Specification FF-N-105B for common nails, style 10, cement coated.
- 9.7.13.3 Prepare area to receive curb as outlined in work order.
- 9.7.13.4 Fabricate curb to fit opening as outlined in work order.
- 9.7.13.5 Nail or screw curb in place using applicable fastener for deck type.
- 9.7.14 **Joist, fir, 2" x 6".**
- 9.7.14.1 2 x 6 fir, standard grade or better for light framing; grade 2 or better for structural framing.
- 9.7.14.2 Nails must meet Federal Specification FF-N-105B for common nails, 16d, style 10, coated.
- 9.7.14.3 Bolts, ASTM A 309-76B, Grade A.
- 9.7.14.4 Lag screws and bolts FF-561-C, Type II, Hex Head, Grade B.
- 9.7.14.5 Toggle Bolts, Federal Specification FF-B-558-C, Type I, Class A, Style I.
- 9.7.14.6 Install new joist with crown edge up.
- 9.7.14.7 Support ends of each member minimum 3" of bearing on wood.
- 9.7.14.8 Lap members framing from opposite side of beams, minimum 4".
- 9.7.14.9 Support joist alternately at ends with solid blocking, 2" thick by depth of joist, between members crossing bearing joint.
- 9.7.14.10 When nominal depth to thickness ratio of joist exceeds 6, install bridging at 8' intervals.
- 9.7.14.11 Double rafters at roof openings to provide headers and trimmers and support with metal hangers following local building code.
- 9.7.15 **Joist, fir, 2" x 10".**
- 9.7.15.1 2 x 10 fir, standard grade or better for light framing; grade 2 or better for structural framing.
- 9.7.15.2 Nails must meet Federal Specification FF-N-105B for common nails, 16d, style 10, coated.
- 9.7.15.3 Bolts, ASTM A 309-76B, Grade A.
- 9.7.15.4 Lag screws and bolts FF-561-C, Type II, Hex Head, Grade B.
- 9.7.15.5 Toggle Bolts, Federal Specification FF-B-558-C, Type I, Class A, Style I.
- 9.7.15.6 Install new joist with crown edge up.
- 9.7.15.7 Support ends of each member minimum 3" of bearing on wood.
- 9.7.15.8 Lap members framing from opposite side of beams, minimum 4".
- 9.7.15.9 Support joist alternately at ends with solid blocking, 2" thick by depth of joist, between members crossing bearing joint.
- 9.7.15.10 When nominal depth to thickness ratio of joist exceeds 6, install bridging at 8' intervals.
- 9.7.15.11 Double rafters at roof openings to provide headers and trimmers and support with metal hangers following l
- 9.8 **Standing Seam Metal Roof System (SSMRS) installation, inspection, renovation, maintenance and repair equipment, supplies and materials.**
- 9.8.1 **(20-year roof) Pre-engineered SSMRS, products**
- 9.8.1.1 Pre-engineered metal roofs shall be systems with high locking ribs and concealed fastener clips that will allow the roof to experience natural expansion and contraction without damage to the seams or fasteners during extreme heat and cold conditions.
- 9.8.1.2 When possible, the SSMRS installed will be manufactured by one company. If the manufacturer is not the prime contractor, the SSMRS system will have the same warranty as other systems offered on this contract. The manufacturer must have been designing and manufacturing certified pre-engineered metal roofing systems for at least ten years; twenty years or more manufacturing experience is preferred.

- Roofing panels shall be formed by the manufacturer in their factory under ISO 9000 certification and practices.
- 9.8.1.3 The installer will be certified in the installation of metal roofing.
 - 9.8.1.4 The design dead load (weight of the SSMRS components) shall be determined by the manufacturer, and shall not exceed the design load of the structure, as determined by structural analysis
 - 9.8.1.5 Wind uplift loads shall meet or exceed FM-I-90. Thermal loads shall allow a 100-degree temperature range without damage to the structure.
 - 9.8.1.6 Structural cold-formed steel framing members and their connections shall be in conformance to AISI SG-673. Slopes from 1/4:12 to 1/2:12 may require a trapezoidal panel.
 - 9.8.1.7 Fasteners shall be zinc-coated, stainless steel or cadmium, aluminum, corrosion resistant steel, or nylon capped steel, as specified by the manufacturer. All exposed metal roof fasteners shall have the same coating and thickness of coating as the panels. Any exposed metal roof fasteners shall be gasketed or have gasketed washers on the exterior side of the covering to waterproof the penetration. Washers shall be neoprene or other equally durable elastomeric material approximately 1/8th inch thick. Screws and bolts shall be as recommended by the manufacturer. Bolts shall have locking washers and nuts. Blind screw-type expandable fasteners shall be not less than 1/4th inch diameter; blind pop rivets shall be at least 9/32-inch diameter
 - 9.8.1.8 Steel roof panels shall be designed in compliance with AISI SG-673; aluminum panels shall be designed in accordance with AA ASD-1 and AA ASD-30. On roofs with less than 30 feet of unbroken slope, panels shall be sufficiently long to cover the entire length. When length of run exceeds 30 feet and panel splices are provided, each sheet in the run shall extend over three or more supports. (Sheets longer than 30 feet may be provided, if approved by the buyer.) Runs of variable width panels may be used to maintain panel modularity. Factory punched structural members shall be used with pre-punched trapezoidal panels to ensure maintaining modularity. Panel clip attachments for trapezoidal panels shall be made using self-tapping 3/8" fastener into a pre-punched structural member that will allow for parallel alignment with panel corrugation. Sheets shall cover not more than 16 inches in place. SSMRS with panels in excess of 12 inches in width shall have standing seams rolled during installation by an electrically driven seaming machine. Standing seams shall be not less than 2 inches in height. Sheets shall be square-cut or miter-cut (except for gable end wall sheets that may be customized, as necessary). Roof panels shall have a factory color finish of a polyvinylidene fluoride coating not less than 0.8 mil over a primer coat with a dry film thickness of 0.3 mils on the exposed sides. Color shall be selected by the buyer. The interior prime coat shall not be less than 0.3 mils of primer. Sheets shall meet or exceed the salt spray test minimums with a rating of 10 and 7 (ASTM D 1654); for ASTM D 522, the panels will show no evidence of fracturing; for ASTM G 23 using a type D apparatus to verify weathering, no cracking, peeling, blistering, loss of adhesion or corrosion shall be evident (also ASTM D 4214 and 2244). Panels shall pass a 1000-hour test for humidity as described in ASTM D 2247. Factory painted sheets shall be impact resistant (ASTM D 2794), resistant to abrasion (ASTM D 968), have a specular gloss of 20 or less at an angle of 60 degrees when measured by ASTM D 523, and be resistant to pollution in accordance with ASTM D 1308.
 - 9.8.1.9 Accessories (see above and below, as necessary) shall be capable of resisting the specified design wind uplift loads and shall allow for expansion and contraction of the panels in the heat and cold. Any exposed fasteners shall not restrict the free movement of the roof panel system. Flashing, gutters, soffits, fascias, trim, metal

- closures strips, caps, and similar metal accessories shall be not less than the minimum thickness specified for the roofing panels and shall be color coordinated. Molded closure strips shall be closed-cell or solid-cell synthetic rubber or neoprene, or pre-molded polyvinyl chloride to match configuration of the covering. Accessories shall not absorb or retain water or snow. Thermal spacer blocks and other thermal barriers at concealed clip fasteners shall be as recommended by the manufacturer. Gutter liner products including, but not limited to, adhesives, splicing cements, solvents, and sealants shall be only those recommended by the manufacturer. Prefabricated shaped flashings shall be used when possible. Sheared edges shall be hemmed. Membranes shall be ultra-violet resistant materials and shall conform to ASTM D 4637, Grade 1: Type 1 (EPDM), Class SR, 0.060 inch minimum thickness.
- 9.8.1.10 Concealed anchor clips shall be supplied by the manufacturer. Clip bases shall have factory drilled or punched holes; clips used with panel width greater than 12 inches shall be made from multiple pieces to permit thermal expansion.
 - 9.8.1.11 Prime contractor will use insulation with an R-value as high as practical that will result in the most economy for the buyer (2" minimum required for trapezoid roof panel). The R-value shall be determined using ASTM C 518. Insulation shall be flame resistant, as required in other portions of this IFB. Rigid board insulation shall conform to ASTM C 612, Form A, Class 1.
 - 9.8.1.12 Sealant shall be elastomeric and contain no asphalt or oil; when exposed, the sealant shall cure to a rubber-like consistency (be non-hardening). Roof panel standing seam shall have a factory-installed continuous sealant.
 - 9.8.1.13 Gaskets and insulating compounds shall be non-absorptive and suitable for insulating contact points of incompatible materials. Insulating compounds shall be non-running after drying.
 - 9.8.1.14 If the system design calls for subpurlins, they shall meet manufacturers requirements. The uncoated thickness may be a minimum of 0.059 inches if bolts or structural blind fasteners are used to attach the concealed anchor clips to the subpurlins.
 - 9.8.1.15 A vapor retarder material of polyethylene sheeting that conforms to ASTM D 4397 shall be used. A fully compatible tape must provide equal or better water vapor control, if used.
 - 9.8.1.16 The prime contractor shall provide, upon request to the agency buyer, the following certifications:
 - 9.8.1.16.1 That the actual thickness of the uncoated steel sheets used on the SSMRS components including roof panels, subpurlins, and concealed anchor clips comply with the specifications;
 - 9.8.1.16.2 That the materials used in the installed components are made from certified steel coil materials;
 - 9.8.1.16.3 That the SSMRS covered by the test report is, in fact, the same type, quality and manufacture as that specified; 4) that the sheets to be furnished are produced under a continuing quality control program and that a representative sample consisting of not less than five pieces have been tested and has met the quality standards specified for factory color finish; 5) mill certification for structural bolts and roof panels; and 6) factory detail drawings of systems details shall be provided.
 - 9.8.1.17 Prior to installation, panels that are damaged or discolored will be removed from the worksite; buyer will not be charged for damaged, discolored, or improperly ordered panels or accessories.
 - 9.8.1.18 Panels with improperly drilled holes shall not be used in the construction. No panels or parts will be installed that have metal cuttings, hazardous burrs, or exposed foreign material.

9.8.2 **Subpurlins**

9.8.2.1 Anchor the subpurlins to the purlins or other roof members with bolts or screws provided by the manufacturer.

9.8.2.2 Spacing shall not exceed 30 inches on centers at the corners, eaves, and roof edges. Spacing shall not exceed 60 inches (5 feet) for the remainder of the roof, unless specified by a structural engineer.

9.8.3 **Roof panel installation**

9.8.3.1 Panels will be installed with the standing seams in the direction of the roof slope. No panels shall be installed that contain tears or punctures.

9.8.3.3 Side seam connections for installed panels shall be completed at the end of each day's work.

9.8.3.4 Sealant will be applied, as recommended by the manufacturer to achieve water-tight roofing. End flaps, when approved by the buyer, shall be made over framing members.

9.8.3.5 Closures, flashings, EPDM rubber boots, and other accessories shall be installed, as per field drawings.

9.8.3.6 Exposed fasteners shall be installed in straight lines and shall be permitted only at the rakes, eaves, panel splices, and where required to attach flashings, gutter, and similar accessories.

9.8.3.7 Panel splices shall be staggered on all slopes less than 2:12.

9.8.3.8 All panel splices on trapezoid panels shall be staggered.

9.8.4 **Roof panel installation**

9.8.4.1 Panels will be installed with the standing seams in the direction of the roof slope. No panels shall be installed that contain tears or punctures.

9.8.4.1 Side seam connections for installed panels shall be completed at the end of each day's work.

9.8.4.2 Sealant will be applied, as recommended by the manufacturer to achieve water-tight roofing.

9.8.4.3 End flaps, when approved by the buyer, shall be made over framing members.

9.8.4.4 Closures, flashings, EPDM rubber boots, and other accessories shall be installed, as per field drawings.

9.8.4.5 Exposed fasteners shall be installed in straight lines and shall be permitted only at the rakes, eaves, panel splices, and where required to attach flashings, gutter, and similar accessories.

9.8.4.6 Panel splices shall be staggered on all slopes less than 2:12.

9.8.4.7 All panel splices on trapezoid panels shall be staggered.

9.8.5 **Concealed anchor clips**

9.8.5.1 Roof panels shall be fastened to framing members with concealed fastening clips or other concealed devices.

9.8.5.2 Clips shall be attached to the building's structural system or to the subpurlins with bolts or screws.

9.8.5.3 Clips shall be installed as in 3.8.1 above.

9.8.6 **Vapor retarder installation**

9.8.6.1 A general-purpose tape shall be installed over all the seams of the structural roof decking at any penetrating edges, and at all surface areas that exhibit sharp burrs or protrusions.

9.8.6.2 A double ply of 6 mil polyethylene sheet shall be installed over the entire deck surface, resulting in 12 mil of covering. (Optional 6 mil single ply may be priced, but only used when approved by the agency buyer.)

9.8.6.3 Tape shall be used to seal the edges to the sheets to the decking, to the edge of the roof supporting structure, or to the sheet below.

9.8.6.4 Sheet edges shall be overlapped not less than 6 inches.

- 9.8.6.5 Sufficient material shall be provided to avoid inducing stresses in the sheets due to stretching or binding.
- 9.8.6.6 All tears or punctures that are visible in the finished surface at any time during the construction process shall be sealed with the tape. Be fanatic about this detail.
- 9.8.7 **Insulation installation**
- 9.8.7.1 Insulation shall be installed as indicated by the manufacturer (see other sections that apply).
- 9.8.8 **Gutters (SSMRS only)**
- 9.8.8.1 Gutters shall terminate at least 1/2 inch away from vertical surfaces. Upper roofs will not drain on lower roofs. Gutters will carry water from upper roofs to the gutter of the lower roof.
- 9.8.8.2 Brackets and spacers shall be fastened to roof nailer by screws and shall interlock with or be fastened to the leading edge of the gutter.
- 9.8.8.3 Spacers shall be 1/16 inch by 1 inch flat stock of the same material as the gutter.
- 9.8.8.4 Brackets and spacers shall be alternated at not more than 36 inches on centers.
- 9.8.8.5 Gutters shall be integral with roof construction and long with high points equidistant from downspouts and shall have a slope of not less than 1/16 inch per foot.
- 9.8.8.6 Metal gutters shall be complete and suitable for liner membrane installation before roofing is begun. Surfaces against which membrane is applied shall be smooth, clean, and free from dirt, water, cigarette ashes, oil, grease, sharp edges and other debris.
- 9.8.9 **Flashing.**
- 9.8.9.1 Prefabricated flashing shall be used, where possible.
- 9.8.9.2 Sheared edges of metal flashings that contact the membrane shall be turned into a tight hem.
- 9.8.9.3 Edges of gutter liner shall be flashed.
- 9.8.9.4 Flashing will be used at roof hips and valleys, at roof penetrations, in joints between a roof and a vertical wall, and in places necessary to direct the flow of water or to control moisture.
- 9.8.9.5 The splice shall be sealed a minimum of 3-inches on each side of the fasteners that attach the membrane to the gutter.
- 9.8.9.6 The installed flashing shall be fastened at the top of the flashing a maximum of 12-inches on center under metal counter-flashing on the high side of the gutter.
- 9.8.10 **Expansion joints**
- 9.8.10.1 Expansion joints shall be covered using elastomeric flashing in accordance with the manufacturer's recommendations.
- 9.8.10.2 Prime contractor shall design gutter corners, ends, expansion joints and expansion joint spacing.
- 9.8.11 **Finishing touches (no additional cost in contract).**
- 9.8.11.1 All work areas will be protected from damage by other trades.
- 9.8.11.2 After other trades are completed, any protective coverings will be removed and the roof shall be inspected.
- 9.8.11.3 Exposed SSMRS shall be cleaned at completion of installation.
- 9.8.11.4 Debris, greases, oil films, and handling marks shall be removed.
- 9.8.11.5 Panels and roof surface shall be scrubbed clean, where necessary.
- 9.8.11.6 Exposed metal areas will be free of dents, creases, waves, scratch marks, solder and weld marks.
- 9.8.11.7 Abraded or corroded spots on painted surfaces shall be wire brushed and touch up painted with the same material used in the original coating.
- 9.8.11.8 Factory colored finishes shall be touched up as necessary with a paint recommended by the manufacturer.

- 9.8.11.9 The resulting roof will demonstrate American craftsmanship that will make the prime contractor proud and the owner pleased with the new roof.
- 9.8.11.10 Paint to match factory finish may be purchased for future use.
- 9.8.12 **Snow Retention Assemblies.**
- 9.8.12.1 Furnish all labor, material, tools, equipment and services for the installation of complete snow retention system as indicated on plans, and in accordance with provisions of Contract Documents.
- 9.8.12.2 Include all prefinished metal color strips to match the roof panels, splice connectors for crossmember sections, "SnoClips" if indicated on drawings and any miscellaneous related items necessary for a complete installation.
- 9.9 **Roof Specialties and Accessories**
- 9.9.4 **Remove roof hatch.**
- 9.9.4.1 Remove according to work order, and dispose of in compliance with all laws.
- 9.9.5 **Roof hatch, aluminum, 2'6" x 3'0"**
- 9.9.5.1 Aluminum hatch, insulation curb and top, Bilco Type S or approved equal.
- 9.9.5.2 Install hatch as directed on work order.
- 9.9.5.3 Flash per line on work order.
- 9.9.6 **Roof hatch, aluminum, larger sizes**
- 9.9.6.1 Aluminum hatch, insulation curb and top, Bilco Type S or approved equal.
- 9.9.6.2 Install hatch as directed on work order.
- 9.9.6.3 Flash per line on work order.
- 9.9.7 **Remove existing roof drain, except plumbing**
- 9.9.7.1 Procure new roof drain manufactured by Josam or Smith, to match existing.
- 9.9.7.2 Prepare roof mat in drain area per work order.
- 9.9.7.3 Remove existing roof drain.
- 9.9.7.4 Install new drain and flash.
- 9.9.7.5 Install deck clamp per work order.
- 9.9.8 **Install new roof drain, except plumbing.**
- 9.9.8.1 Install new drain and flash, per work order.
- 9.9.9 **Reflash existing roof drain**
- 9.9.9.1 Asphalt primer per ASTM D 3960-87, quick drying.
- 9.9.9.2 4 lb. sheet lead, ASTM B 29-79 (84).
- 9.9.9.3 Reinforcement mesh, vinyl coated woven glass scrim, weight 1.32 lb/100 square feet per ASTM D 146-78A, tensile strength 75 lbf per ASTM D 146-78A.
- 9.9.9.4 Asphalt mastic, heavy fiberated mastic with penetrating oils and plasticizing agents to meet UL and ASTM D 276-85, ASTM D 1475-85, 105° flash point per ASTM D 93-85.
- 9.9.10 **Plumbing stack, 4# lead flashing.**
- 9.9.10.1 Asphalt primer per ASTM D 3960-87, quick drying.
- 9.9.10.2 4 lb. sheet lead, ASTM B 29-79 (84).
- 9.9.10.3 Asphalt mastic, heavy fiberated mastic with penetrating oils and plasticizing agents to meet UL and ASTM D 276-85, ASTM D 1475-85, 105° flash point per ASTM D 93-85.
- 9.9.10.4 Install new 4 lb. lead plumbing stack flashing as in work order.
- 9.9.10.5 Prime flashing flange and flash the flange as specified by membrane manufacturer.
- 9.9.11 **Scupper, sheet steel, 24 gauge, ASTM A 526, match existing configuration.**
- 9.9.11.1 Steel, ASTM A 526, with 1.25 oz. per square feet galvanized coating, 24 gauge.
- 9.9.11.2 Solder, ASTM B 32-93, alloy grade Sn50A.
- 9.9.11.3 Neutralize flux after soldering.
- 9.9.11.4 Remove old scupper and install new scupper to match existing.
- 9.9.11.5 Flash per manufacturer's instruction.
- 9.9.12 **Remove existing walkway, built-up roofs.**
- 9.9.12.1 Furnish trucks, equipment and labor to remove walkways.
- 9.9.12.2 Do not damage roof.

- 9.9.12.3 Dispose of materials as in other specifications.
- 9.9.13 **Walkway, built-up roofs, desert tan fiberglass.**
- 9.9.13.1 Install modified cap sheet walkway that will neither curl nor shrink.
- 9.9.13.2 Attach as specified by manufacturer.
- 9.9.13.3 Install walkway sheet into a continuous and solid mopping of Type IV asphalt.
- 9.9.14 **Walkway, built up roofs, non-skid.**
- 9.9.14.1 Mark out location of the walkway with chalk line on a smooth, clean and dry roof.
- 9.9.14.2 If roof surface is old, oxidized, dirty (bird feathers, grime, etc.), prime work surface at the rate of one gallon of primer per 100-150 s/f. Allow primer to dry. (See primer spec elsewhere.)
- 9.9.14.3 Using hot asphalt or cold adhesive, apply a uniform and continuous application of asphalt adhesive for walk pads.
- 9.9.14.4 Walk pads shall be 3' x 5' x 3/8" and shall weigh about 32 pounds each, being made of asphaltic fiberglass, reinforced with non-skid ceramic granules for a final finish.
- 9.9.14.5 Install with one to three inches of space between pads.
- 9.9.15 **Walkway, single ply roof.**
- 9.9.15.1 Mark out location of the walkway with chalk line on a smooth, clean and dry roof.
- 9.9.15.2 If roof surface is old, oxidized, dirty, prime work surface at the rate of one gallon of primer per 100-150 s/f. Allow primer to dry. (See primer spec elsewhere.)
- 9.9.15.3 Install 3' x 5' non-asphaltic walk pads. Walk pads must have a non-skid surface.
- 9.9.15.4 Adhesives must not be asphaltic and must be compatible to the single ply membrane.
- 9.9.15.5 Allow one to three inches of space between pads.
- 9.9.15.6 For areas of high traffic, a 30" wide roll of chopped rubber particles and synthetic binders may be attached to the roof.
- 9.9.15.7 Rolled walkway may be attached with special tape approved by the manufacturer, with hot asphalt, or with a rubber-based adhesive approved by the manufacturer.
- 9.9.15.8 Membrane may also be used as a roof protection layer between HVAC wood sleepers, pipe supporting bracing, and other roof-top equipment that is not anchored to the decking.
- 9.9.16 **Roof ventilators.**
- 9.9.16.1 Install roof ventilators per roof membrane manufacturer's specification.
- 9.9.16.2 Vents shall be galvanized, 26 gauge, have no moving parts and shall be screened.
- 9.9.16.3 Vents shall be installed a minimum of 8" above roof surfaces to prevent leaks.
- 9.9.16.4 Vents shall match existing vents, if possible.
- 9.9.16.5 Vents shall comply with all codes.
- 9.9.17 **Roof ladder, steel, bolted to concrete, up to 20 feet, without cage.**
- 9.9.17.1 Fixed ladder with walk-thru handrails. Ladders are designed for applications where safe landing access is required. Ladders are one-piece welded assemblies for use in applications less than 20 feet in vertical height.
- 9.9.17.2 Side members are 1/4" x 2" x 2" steel angle with 3/4" corrugated steel round climbing rungs on 12" centers. Standoff mounting brackets are 7".
- 9.9.17.3 Walk-thru handrails extend 42" above landing surface. Mounting brackets included. Gray lacquer finish is standard. Safety cages are designed to OSHA specifications with flared bottom opening for easy entry.
- 9.9.17.4 Install roof access ladder where specified in contract.
- 9.9.17.5 All fastening, design, and height requirements to comply with local, state and federal codes for access ladders. In compliance with IBC, 2006 Edition, 1504.5 Edge securement for low-slope roofs.
- 9.9.17.6 Roof ladder, steel, bolted to concrete, 20 feet and up, with cage.

- 9.9.17.7 Fixed ladder with walk-thru handrails. Ladders are designed for applications where safe landing access is required. Ladders are one-piece welded assemblies for use in applications more than 20 feet in vertical height.
- 9.9.17.8 Side members are 1/4" x 2" x 2" steel angle with 3/4" corrugated steel round climbing rungs on 12" centers. Standoff mounting brackets are 7".
- 9.9.17.9 Walk-thru handrails extend 42" above landing surface. Mounting brackets included. Gray lacquer finish is standard. Safety cages are designed to OSHA specifications with flared bottom opening for easy entry.
- 9.9.17.10 Install roof access ladder where specified in contract.
- 9.9.17.11 All fastening, design, and height requirements to comply with local, state and federal codes for access ladders.
- 9.9.18 **Roof ladder, security ladder guard.**
- 9.9.18.1 Security ladder guard is 6' long and is mounted directly over the ladder climbing rungs to prevent unauthorized use. Ladder guard has a one-piece continuous hinge and a lockable hasp.
- 9.9.18.2 Mount ladder guard per manufacturer's instruction.
- 9.9.19 **Termination bar, aluminum, 1/4" x 1".**
- 9.9.19.1 1/4" x 1" extruded aluminum termination bar with caulking cup to meet ASTM B 2221-85A.
- 9.9.19.2 Fasteners to meet Federal Specifications FF-N-105B (3), Type II, Style 20, roofing nails; 6061-913, flat head, diamond point, round, barbed shank to wood curbing.
- 9.9.19.3 Lead anchors 1/4" x 1" diameter by specified length to masonry/concrete to meet ASTM B 29-79 (84).
- 9.9.19.4 Install termination bar to specified area per work order.
- 9.9.19.5 Fasten termination bar 8" on center.
- 9.9.20 **Pitch pocket, 24 gauge, GI, 6" x 6", with storm collar, hemmed to outside, soldered corners and seams.**
- 9.9.20.1 Prime inside of pitch pan and deck flange. Deck flanges shall have corners filled and soldered. Fill 3/4 of pan with 3000 psi, non-shrink grout and top with fibrated asphalt mastic, non-asbestos, with 9.3 lbs./gallon density.
- 9.9.20.2 Install pitch pocket and flash per membrane manufacturer.
- 9.9.20.3 Fasten storm collar and caulk with approved sealant.
- 9.9.21 **Pitch pocket, 24 gauge, GI, 8" x 8" and 12' x 12', with storm collar, hemmed to outside, soldered corners and seams.**
- 9.9.21.1 Prime inside of pitch pan and deck flange. Deck flanges shall have corners filled and soldered. Fill 3/4 of pan with 3000 psi, non-shrink grout and top with fibrated asphalt mastic, non-asbestos, with 9.3 lbs./gallon density.
- 9.9.21.2 Materials per SMACNA or NRCA specifications.
- 9.9.21.3 Install pitch pocket and flash per membrane manufacturer.
- 9.9.21.4 Fasten storm collar and caulk with approved sealant.
- 9.9.22 **Pitch pocket, resurface top only.**
- 9.9.22.1 Material needed, asphalt mastic.
- 9.9.22.2 Remove loose materials.
- 9.9.22.3 Fill pitch pocket with mastic, crown 1/2 to shed water, size 6" x 6".
- 9.9.23 **Expansion joint, butyl or neoprene bellows, galvanized flange.**
- 9.9.23.1 Install materials with fasteners as per work order.
- 9.9.24 **Expansion joint, CSPE reinforced.**
- 9.9.24.1 Install CSPE reinforced elastomeric membrane with manufacturer specified adhesive.
- 9.9.24.2 Flash as specified by manufacturer.
- 9.9.25 **Repair kit for dry repairs.**
- 9.9.25.1 One 3-gallon pail with safety label.
- 9.9.25.2 One roll reinforcing mesh, 6" by 100'.

- 9.9.25.3 One roofing knife.
- 9.9.25.4 One 3" paint brush.
- 9.9.25.5 One 2" margin trowel.
- 9.9.25.6 Two gallons of reinforced flashing mastic.
- 9.9.25.7 One 4" stiff bristle brush.
- 9.9.25.8 One gallon roofing primer.
- 9.9.26 **Repair kit for wet repairs.**
- 9.9.26.1 One 3-gallon pail with safety label.
- 9.9.26.2 One 2" margin trowel.
- 9.9.26.3 Two gallons of wet patch, fiber reinforced mastic.
- 9.9.26.4 One 4" stiff bristle brush.
- 9.9.27 **Skylights.**
- 9.9.27.1 Curb mounted skylights will be installed with curbs a minimum of 8 inches above the finished roof.
- 9.9.27.2 Skylights will be installed per the instructions of the skylight manufacturer.
- 9.9.27.3 Special energy-efficient and light enhancing skylights may be offered.
- 9.9.27.4 Skylights will be in standard sizes and special sizes, as needed. Sizes will include 3' x 5', 4' x 4', and 4' x 8'.
- 9.9.27.5 All OSHA rules related to worker safety around roof openings will be carefully observed.
- 9.9.28 **Security/fall bars for skylights.**
- 9.9.28.1 Bars shall meet UBC, OSHA, state and federal requirements when skylights are installed.
- 9.9.28.2 Skylight security/fall bars will be installed per the instructions of the manufacturer.
- 9.9.28.3 Skylight security/fall bars will be in standard sizes and special sizes, as needed. Sizes will include 3' x 5', 4' x 4', and 4' x 8'.
- 9.9.28.4 All OSHA rules related to worker safety around roof openings will be carefully observed.
- 9.10 **Roof Services**
- 9.10.1 **Asbestos core testing.**
- 9.10.1.1 Asbestos core test size, 2" x 2".
- 9.10.1.2 Send to accredited lab to produce report on asbestos content.
- 9.10.1.3 Repair hole left by core sample.
- 9.10.2 **Core analysis, 14" x 14".**
- 9.10.2.1 Analysis and evaluation of 14" x 14" roof core. Specific information such as tensile strength, membrane type, bitumen type and bitumen softening point, number of plies, shall be provided to determine whether a roof should be restored or replaced.
- 9.10.2.2 Repair hole left by core sample.
- 9.10.3 **Non destructive roof scan, up to 50,000 square feet, full service.**
- 9.10.3.1 A.G.A. infrared scanning equipment for rooftop analysis.
- 9.10.3.2 Full service shall include daytime inspection of roof area to be scanned with daytime photos of roof conditions.
- 9.10.3.3 Nighttime infrared scan with painted lines of wet areas and verification of survey results using cores and moisture probes to verify infrared results.
- 9.10.3.4 A comprehensive report that includes outline drawing of building showing location of wet insulation, results of core analysis, roof condition report, energy loss estimate.
- 9.10.3.5 Same service may be offered on projects in excess of 50,000 s/f.
- 9.10.4 **Non destructive roof scan, up to 50,000 square feet, limited service.**
- 9.10.4.1 A.G.A. infrared scanning equipment for rooftop analysis.
- 9.10.4.2 Limited service shall include daytime inspection of roof area to be scanned with daytime photos of roof conditions.
- 9.10.4.3 Nighttime infrared scan with painted lines of wet areas and verification of survey results using cores and moisture probes to verify infrared results.
- 9.10.4.4 Does not include the comprehensive report.
- 9.10.4.5 Same service may be offered on projects in excess of 50,000 s/f.

- 9.10.5 **Roof inspection services.**
- 9.10.5.1 Daily full-time monitoring of roofing, caulking, decking and waterproofing projects at time of application to ensure successful completion of the project. Written reports verifying how work is progressing will be given to the owner.
- 9.10.5.2 Report shall include progress photos and plan showing area where work was performed and amount of work completed that day.
- 9.10.6 **Field/shop drawings, up to 10,000 square feet.**
- 9.10.6.1 Roof drawing (scaled 1/8").
- 9.10.6.2 Sectional details.
- 9.10.6.3 Perimeter details (scaled 1 1/2" or 3/4").
- 9.10.7 **Field/shop drawings, 10,000-50,000 square feet.**
- 9.10.7.1 Roof drawing (scaled 1/8").
- 9.10.7.2 Sectional details.
- 9.10.7.3 Perimeter details (scaled 1 1/2" or 3/4").
- 9.10.8 **Field/shop drawings, over 50,000 square feet.**
- 9.10.8.1 Roof drawing (scaled 1/8").
- 9.10.8.2 Sectional details.
- 9.10.8.3 Perimeter details (scaled 1 1/2" or 3/4").
- 9.10.9 **Prime contractor's warranty, restoration, less than 10,000 square feet, minimum charge.**
- 9.10.9.1 Furnish 5-year manufacturer warranty.
- 9.10.9.2 Cover material failure.
- 9.10.9.3 Cover leak repair.
- 9.10.9.4 Cover contractor two years labor on workmanship.
- 9.10.9.5 Copy to owner on acceptance.
- 9.10.10 **Prime contractor's warranty, restoration, over 10,000 square feet, minimum charge.**
- 9.10.10.1 Furnish 5-year manufacturer warranty.
- 9.10.10.2 Cover material failure.
- 9.10.10.3 Cover leak repair.
- 9.10.10.4 Cover contractor two years labor on workmanship.
- 9.10.10.5 Copy to owner on acceptance.
- 9.10.11 **Prime contractor's warranty, reroof, total system, 10 year, less than 10,000 square feet, minimum charge.**
- 9.10.11.1 10-year material and labor.
- 9.10.11.2 Flashings up to termination.
- 9.10.11.3 Blister repairs over 4 square feet.
- 9.10.11.4 Contractor two-year material and labor.
- 9.10.11.5 Provide 2-year, 5-year, 7-year inspection of roof with written report of condition and based on specifications identified in 9.10.17.
- 9.10.11.6 Provide list of owner's maintenance items with warranty.
- 9.10.11.7 Provide additional cost for 15- and 20-year warranty after Tab 6.
- 9.10.12 **Prime contractor's warranty, reroof, total system, 10 year, more than 10,000 square feet, minimum charge.**
- 9.10.12.1 10-year material and labor.
- 9.10.12.2 Flashings up to termination.
- 9.10.12.3 Blister repairs over 4 square feet.
- 9.10.12.4 Contractor two-year material and labor.
- 9.10.12.5 Provide 2-year, 5-year, 7-year inspection of roof with written report of condition and based on specifications indicated in 9.10.17.
- 9.10.12.6 Provide list of owner's maintenance items with warranty.
- 9.10.12.7 Provide additional cost for 15- and 20-year warranty after Tab 6.

- 9.10.13 **Prime contractors per diem costs for work outside major population areas (over 100,000 population), where travel time exceeds 1 hour one way from contractor's yard.**
- 9.10.13.1 Per diem costs are based on one person (worker) per day, excluding travel. [For example, if an eight-person crew is contracted to work 10 days at a worksite outside the metropolitan area, a per diem of \$40 would be \$40 x 8 workers x 10 days, or \$3,200.
- 9.10.13.2 Contractor/subcontractor may not charge per diem cost if contracted work can be completed within an eight (8) hour day.
- 9.10.13.3 Weather day's per diem.
- 9.10.13.3.1 On projects where overnight per diems are being charged, prime contractor shall be allowed to charge for crews per diem for days where crews were not allowed to work due to poor weather. If crews were allowed to work fewer than 3 hours in a 24-hour day, per diem may be charged.
- 9.10.13.3.2 Poor weather days must be recorded and reported to the buyer each week. Any days not reported during a single week (Sunday through Saturday) will not be allowed.
- 9.10.13.3.3 Contractor shall not charge for weather days when days lost are fewer than one crew day per 200 squares.
- 9.10.13.3.4 In price quotation, indicate geographic areas, by county or region, where the per diem rate becomes effective. No per diem is allowed in major metropolitan counties.
- 9.10.14 **Prime contractors per diem/costs for asbestos abatement planning.**
- 9.10.14.1 All roofing abatement work shall be done in strict accordance with all applicable federal, state and local regulations, standards, codes, and ordinances that govern asbestos abatement.
- 9.10.14.2 The most recent addition of any relevant regulation, standard, codes, and ordinances shall be followed. Where there is conflict among the documents, the most stringent shall be used, unless such use, due to the conflict, puts the district at risk.
- 9.10.14.3 The prime contractor shall assume full responsibility and liability for any subcontractor's compliance with all applicable laws, especially pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying adjacent areas to the roofing site.
- 9.10.14.4 The prime contractor will provide the school district with a notarized statement, signed by an officer of the subcontractor, that contains the following information: 1) a record of any citations issued by federal, state, or local regulatory agencies relating to asbestos abatement activities, including projects, dates, and resolutions; 2) a list of any penalties incurred through non-compliance with asbestos abatement project specifications including liquidated damages, overruns in scheduled time limitations and resolutions; and 3) a list of any asbestos-related proceedings that are currently in progress. The school district shall have the right to request the prime contractor secure another subcontractor, if any asbestos-related problem was not resolved in a satisfactory manner.
- 9.10.14.5 The prime contractor shall present to the school district a list of specific requirements that the subcontractor agrees to follow, including a list of Occupational Safety and Health Administration (OSHA) Title 29 regulations and a list of Title 40 codes from the Asbestos Hazard Emergency Response Act (AHERA) and the National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations.
- 9.10.14.6 The plan shall identify all abatement materials and equipment to be used in the roof repair or restoration project.
- 9.10.14.7 All necessary protective clothing, personal respirators, scaffolding, ladders, and other equipment shall be approved by the district prior to abatement. The plan shall identify when respirators must be used. A respirator must be used during removal and disposal activities. All OSHA rules for the use of respiratory protective equipment

- must be followed. Workers with beards or unshaven faces will not be permitted to wear half-face respirators, as per OSHA, NIOSH and EPA standards.
- 9.10.14.8 Prior to the start of any removal activity that involves asbestos, the prime contractor and the school district shall approve a pre-construction checklist that provides detailed information about the scope of work, including the following: 1) how the work area will be prepared; 2) protective equipment and clothing to be used; 3) proof that all workers involved in asbestos removal are certified; 4) decontamination procedures for personnel, as needed; 5) abatement procedures to be used; 6) procedures for handling and disposing waste material, final decontamination and cleanup work; 7) job safety, bathroom and sanitary facilities, including on-site shower; 8) site security; 9) record-keeping needs for officials; and 10) hold harmless agreements to be signed by those involved.
- 9.10.14.9 All NESHAP and other regulation filing fees will be submitted to the appropriate agency at the time of notification or filing and are the responsibility of the Prime Contractor. The school district will reimburse the prime contractor upon proof of fee payment (photocopy of check or equivalent).
- 9.10.14.10 Prime contractor will provide copies of original training certificate and most recent refresher certificate for each employee assigned to work on any abatement. Prime contractor will be responsible for cross-referenced checking of subcontractor's certificated employees by picture I.D. (driver's license/photo bank card).
- 9.10.14.11 Since roof abatement does not confine workers in an enclosed work area, only those rules, regulations, and standards that are applicable to roof asbestos abatement will be enforced. However, the prime contractor must include in the written abatement plan all necessary protective measures and practices that minimize worker exposure while on the roof or while working with asbestos materials, including, but not limited to: 1) engineering controls; 2) work practices; 3) respirators; 4) hygiene facilities; 5) protective clothing; 6) decontamination procedures; 7) emergency procedures; and 8) waste disposal procedures. These items should be reflected in the pre-startup checklist.
- 9.10.14.12 Prime contractor will require any subcontractor to provide medical monitoring to any employee or agent (whether or not that agent is working for the subcontractor, the prime contractor, or the school district) exposed to asbestos in excess of background levels during any phase of the abatement process. All medical reports will be in full compliance with OSHA medical surveillance requirements.
- 9.10.14.13 The prime contractor shall coordinate with the school district to notify occupants near the work area who may be disrupted by the roof abatement prior to job commencement. Persons downwind from the roof abatement site will be moved to a safe location.
- 9.10.14.14 Any additional insurance or bonding costs associated with asbestos abatement will not be the responsibility of the school district. Such costs are a normal business expense of the prime contractor and will be covered in the bid response.
- 9.10.14.15 Prime contractor may base planning costs upon results of core testing and roof scans.
- 9.10.15 **Asbestos abatement activities, removal and disposal of waste**
- 9.10.15.1 If required by authorities, prime contractor will run baseline air samples and area samples prior to and during abatement, with printed results given to the school district.
- 9.10.15.2 Construction area will have the perimeter roped off with warning or caution tape, as required by OSHA. Asbestos warning signs in English and Spanish (or in the language of the Native American tribe if work is performed on a reservation) will be placed as required by law.
- 9.10.15.3 Any daily sign-in sheets required by law will be maintained at the worksite.

- 9.10.15.4 Workers will wear personal protective equipment at all times during abatement. An on-site shower shall be available for workers, unless the use of a double suit meets all legal requirements.
- 9.10.15.5 Prior to roof abatement, one layer of 6 mil polyethylene must be secured to the ground and walkways around the perimeter of the building. This layer must extend no less than six feet out from the building. No asbestos-containing materials may be removed from the roof until it is properly wrapped or contained.
- 9.10.15.6 No roofing material containing asbestos may be thrown from the roof to the ground or into a dumpster. A fully contained and lined chute, or a block and tackle system to gently lower materials to the ground, may be used.
- 9.10.15.7 All OSHA and NESHAP regulations pertaining to safety of workers and emissions must be followed.
- 9.10.15.8 After passing final visual and air tests, waste may be loaded and job site turned over to workers scheduled to repair or restore the roof. Reestablishment of the work area shall occur only after cleanup procedures and air monitoring has been documented to the satisfaction of the school district. All polyethylene barriers shall be removed and disposed of as required by regulations. No debris shall be buried or burned on the property of the district.
- 9.10.15.9 All waste is to be hauled by a hauler with all required state and local licenses. No disposal- bagged materials may be transported on an open truck. All disposed materials must have the necessary labels and be contained in leak-proof 6 mil disposal bags or fiberboard drums.
- 9.10.15.10 Disposal must occur at a site authorized by the district and that has met all regulatory requirements. All dump site receipts, trip tickets, transportation manifests or other documentation of disposal shall be kept by the prime contractor with copies given to the district. The prime contractor shall provide the district with a complete record of the disposal process, including the names and addresses of the subcontractors, disposal site operator, and hauler. The location of the disposal site(s) and the estimated quantity of asbestos waste shall be included in this report.
- 9.10.16 **Asbestos site monitoring.**
- 9.10.16.1 Monitor, including air sample collection and testing.
- 9.10.17 **Annual or semi-annual roof housekeeping and inspection services**
- 9.10.17.1 Inspection includes, but is not limited to, the following: clean and properly dispose of all debris from the roof membrane, gutters and scuppers.
- 9.10.17.2 Repair tears, splits and breaks in membrane flashings with appropriate materials, loose cleats and clips re-secured, exposed fasteners resealed. Repair base flashings, curb flashings, equipment flashings, drains, drain sumps and scuppers and the roof membrane, as needed. Caulking of reglet as required sealing open areas and voids.
- 9.10.17.3 Dress up reflective coatings on flashings and new repair work.
- 9.10.17.4 Work provided annually or semi-annually on a mutually agreed schedule, priced per location per square footage.
- 9.10.18 **Leak investigation**
- 9.10.18.1 Two professional investigators will trace the source of any leak.
- 9.10.18.2 Repair leaking roof, if inspection determines minor repairs will stop the leak.
- 9.10.19 **Minor repair calls**
- 9.10.19.1 When damage or leaks have been discovered and local crews are unable or untrained in repair, the Contractor will dispatch a crew to repair the roof.
- 9.10.19.2 Repairs will be billed at the line item prices in this contract; minor repairs will be billed at an hourly rate if cost is less than the line item. Repair call charges will be above the line item prices.
- 9.10.20 **Difficult access or fall restriction surcharge**

- 9.10.20.1 In areas where roofs are not accessible through regular means and methods, a project surcharge may be allowed. Surcharges are allowed when men and equipment must be transported over one or more additional roof areas not being worked on or where fall protection is required in excess of warning lines.
- 9.10.20.2 Any surcharge costs will be determined up front and agreed upon between the buyer and the Contractor and included in the initial cost quotation and purchase order.
- 9.10.21 **Excessive hauling**
- 9.10.21.1 A hauling fee will be established when an appropriate landfill is more than 50 miles round trip. Hauling fees will be based on a per trip and per mile charge.
- 9.10.21.2 No hauling fees will be charged when landfills are fewer than 50 miles round trip.
- 9.10.21.3 Landfill charges for dumping, if any, will be determined prior to award of a contract. Only the actual fee charged may be billed to the buyer; receipts that clearly indicate the actual fee must be provided. Contractor is encouraged to pay any landfill costs and not pass the cost to the buyer.
- 9.10.21.4 Hauling and landfill costs must be determined prior to start of work and included in the quotation. Only actual costs may be invoiced. Any actual costs over the quotation will not be passed on to the buyer.
- 9.10.22 **Work in secured areas or compounds**
- 9.10.22.1 Secured areas (prisons, military bases, local or state parks, etc.) where access is restricted may require a surcharge on labor, materials, and equipment.
- 9.10.22.2 Any surcharge will be identified in the cost quotation.
- 9.11 **Additional and Occasional Services**
- 9.11.1 **Roofing supplies**
- 9.11.1.1 To permit agency members to purchase equipment and supplies for roof repair work by in-house staff, manufacturer will provide a complete published price list/catalog with all materials to be offered without services being provided.
- 9.11.1.2 The Offeror's AEPA bid percentage discount off price list will be applied to obtain AEPA price for these items.
- 9.11.2 **HVAC, plumbing and electrical contractors.**
- 9.11.2.1 For the removal and replacement of HVAC, utility lines, minor plumbing and electrical work associated with roof installation and repair projects, the prime contractor may hire a properly licensed contractor for such work.
- 9.11.2.2 When possible, if there is a contractor who currently holds a contract with the individual AEPA Member Agency/client available, they will be used for such work. The agency/client will issue a purchase order to the contractor for the work. The agency's/client's contractor will cooperate with the roofing contractor to accomplish the work. This transaction will be between the agency/client and their contractor.
- 9.11.2.3 When a non-agency contractor is used, the prime contractor will acquire a subcontractor(s) to perform and complete the additional work required. Depending on type of work and the projects requirements, the contractor will utilize the R.S. Means and/or the alternative costing methods to bill the agency/client. The prime contractor must provide agency/client a copy of the invoice from the HVAC, plumbing, or electrical contractor hired for the work.
- 9.11.2.4 In the Offeror's response, it shall submit percentages for: R.S. Means discount, alternative costing overhead and profit, alternative discount off retail price.
- 9.11.3 **Deducts and add-ons for in lieu products**
- 9.11.3.1 When a roof repair is for a temporary building (less than 10 years expected usage), the materials used for a 15- or 20-year lifecycle may not always be wise or cost effective. If an upgrade would increase the life expectancy of a roof from 25 to 30 or more years, the upgrade may be identified.

- 9.11.3.2 Prime contractor may identify deducts and ad-ons for fiberboard, shingles, slate, tile, nailed base, mopped roofing, foam, fiberglass, felts, venting base sheets, steel identified by gauge, and other roof accessories.
- 9.11.3.3 All deducts must be identified after Tab 6 and be identified by line item number.
- 9.11.3.4 In like manner, any additional upgrades that would increase the lifecycle and reduce the lifecycle costs may be identified after Tab 6.
- 9.11.4 **Special rented equipment.**
- 9.11.4.1 Prime contractor will identify and price the rental cost for any equipment necessary for a specific job. This equipment includes, but is not limited to, cranes, fork trucks, hoists, and other similar equipment.
- 9.11.4.2 The AEPA price for these items will be calculated using the R.S. Means and/or the alternative costing methods.
- 9.11.5 **Cold and bad weather storage and handling**
- 9.11.5.1 Store all materials on platforms, raised off the ground or roof deck and covered with breathable waterproof coverings that have been properly secured.
- 9.11.5.2 Roofing bitumens must always be protected from the weather. Moisture, dirt, snow and ice must be removed from roofing bitumens before they are heated.
- 9.11.5.3 Store temperature sensitive products in a dry, heated area. Water-based cements, coating materials, caulking, etc. must be protected to prevent freezing. Membrane rolls become less flexible and are susceptible to cracking at low temperatures.
- 9.11.5.4 Cold and bad weather application standards
- 9.11.5.4.1 Use cold or winter grade materials as recommended by the manufacturer (indicate cost of materials in proper sections).
- 9.11.5.4.2 Prepare materials for application per manufacturer's instructions. Some sheets/felts require relax periods that may be longer in cooler temperatures.
- 9.11.5.4.3 At the point of application of roofing felt, the bitumen should be applied at the proper equiviscous temperature (EVT). Apply felts close to the mop to prevent premature cooling of the bitumen.
- 9.11.5.4.4 Properly insulate all bitumen handling equipment (pipes, luggers, dispensers and mop buckets). Keep kettle as close as possible to the point of application of the roofing system.
- 9.11.5.4.5 If proper application temperatures cannot be attained or maintained, the roof system application should be sealed and shut down until weather permits.
- 9.11.5.4.6 Cold process adhesives may require heating prior to application in cool weather. Follow manufacturer's instruction to use in-line heat exchangers.
- 9.11.5.5 Cold and bad weather safety.
- 9.11.5.5.1 Alert roofing applicators to possible safety hazards due to bulky clothing and slippery surfaces.
- 9.11.5.5.2 Do not store materials in high piles on the deck avoiding wind and snow dams. Live snow loads may cause deck deflection due to heavy loads.
- 9.11.5.5.3 Maintain good housekeeping on roof deck at all times; debris may be hidden by snow and may result in trip hazards.
- 9.11.5.5.4 Do not use open flames to heat or thaw adhesives.
- 9.11.5.6 Hourly service rates for providing additional and/or miscellaneous services on a time and materials basis as requested. If services are provided by Contractor's staff, the rate bid will be utilized plus the individual AEPA state multiplier. If services are to be provided by independent firms/subcontractors, then the alternative pricing method will be utilized as identified in 9.11.2.3 above.
- 9.11.6 **Professional Services**
- 9.11.6.1 The fee for professional services may include, but is not limited to, investigation, design, engineering, review and stamping of drawings, specifications writing and review, and structural reports, as may be required by local jurisdictions.

- 9.11.6.2 Structural analysis and engineering services
 - 9.11.6.2.1 Must be highly qualified and experienced in working with the type of building structure and roofing system involved.
 - 9.11.6.2.2 If required by the state in which the project is located, be registered and hold the appropriate license(s).
 - 9.11.6.2.3 If an owner suspects a structural deficiency as it relates to the building envelope including roofs, walls, trusses, joists, etc., a licensed architect, engineer or roof consultant may be required.
 - 9.11.6.2.4 The fee for such a review, including design and sealing of drawings, specifications and structural reports, will be as required in the local jurisdiction.
 - 9.11.6.2.5 Minimum hourly and daily costs for registered and licensed architects, roof consultants or engineers will be provided.
 - 9.11.6.2.6 Weather day's per Diem
 - 9.11.6.2.7 On projects where overnight per diems are being charged, prime contractor shall be allowed to charge for crews per diem for days where crews were not allowed to work due to poor weather. If crews were allowed to work fewer than 3 hours in a 24-hour day, per diem may be charged.
 - 9.11.6.2.8 Poor weather days must be recorded and reported to the buyer each week. Any days not reported during a single week (Sunday through Saturday) will not be allowed.
 - 9.11.6.2.9 Contractor shall not charge for weather days when days lost are fewer than one crew day per 200 squares.
- 9.11.6.3 Architect/professional design services
 - 9.11.6.3.1 Must be highly qualified and experienced in designing and developing roofing structures and systems that may be applicable for the building types and environmental conditions found within the project site.
 - 9.11.6.3.2 If required by the state in which the project is located, be registered and hold the appropriate license(s).
- 9.11.6.4 Roofing Consultant
 - 9.11.6.4.1 Must be highly qualified and possess the training, certification, background and experience required by the roofing industry and/or other associated organizations that are recognized by the public, commercial and industry as meeting and exceeding national/international standards.
 - 9.11.6.4.2 If required by individual states, possess the required educational background, certifications and endorsements.
- 9.11.6.5 Labor Rate for Roofer
 - 9.11.6.5.1 Must possess the background, experience and be factory trained/certified/authorized to install, maintain and/or make repairs on the type of roofing system found in the individual project.
 - 9.11.6.5.2 If required by the state in which the project is located, hold the appropriate tradesman's license(s).

10. General Cost Factors

10.1 Mileage

- 10.1.1 Mileage may be charged if the project site is greater than sixty (60) miles one-way from the contractor's/subcontractor's yard/home location.

10.2 Payment Bonds and Performance Bonds and bonding capacity

- 10.2.1 The associated cost of providing payment and performance bonds when required for an individual project and in accordance with the individual state's requirements. (Bonding rate/percent of project.)
- 10.2.2 Total amount of bonding capacity for all projects.

10.3 Offeror support for AEPA pricing – The difference between what the Offeror has proposed to AEPA Members and what it offers to other procurement agencies.

11. Submittal and Substantiating Documentation

- 11.1 Within Part C of this solicitation there are a number of contract forms and documents: questionnaires and requests for written narratives and documents relating to the Offeror's and its providers' qualifications, abilities, capacities/available resources, background/experience/past performance; pricing relating to the evaluation process, product price lists, warranty and extended warranty pricing and other pricing relating to additional services and maintenance programs; and marketing and sales information. Please Note: AEPA reserves the right to deem an Offeror's response non-responsive if Offeror fails to provide the necessary information and/or documentation requested and, in AEPA's judgment, the Offeror through its response failed to meet the minimum solicitation requirements.
- 11.2. Offeror must respond to and provide all of the necessary documentation requested within Form D, Contractor's Qualifications.
- 11.3. Offeror must, through its response, clearly identify the type, kind, and level of products offered with their intended applications found within the AEPA Member states that have indicated an interest to participate. The response shall include:
- 11.3.1 The products offered with manufacturer's name(s).
- 11.3.2 If Offeror is not the roofing systems'/products' manufacturer, for each manufacturer, provide the required documentation to demonstrate their relationship with, awareness of and willingness, ability and capacity to perform as a party to this solicitation and indicating the Offeror is a manufacturer's authorized and certified distributor, installer and warranty work provider.
- 11.3.3 The various kinds, types, levels of products offered from each.
- 11.3.4 Submit for each of the major product components specs and MSDS sheets.
- 11.3.5 For each of the roofing systems/major components in which the Offeror is not the manufacturer, provide the manufacturers/supplier's name, component and the composition/specs of the component(s).
- 11.3.6 Submit certified copies of independent (third-party) laboratory reports on ASTM tests on the roofing systems/major components/products offered.
- 11.3.7 Submit samples of the roofing systems/protective coatings manufacturers' warranty to be provided to the owner/client covering defects in materials, workmanship, excessive wear, leaks and any other feature which is not deemed ordinary wear for the type of system/product and during the systems'/products' lifecycle or for a period of fifteen/twenty (15/20) years from the date of Substantial Completion, and the method utilized by the manufacturer to verify that their onsite representative has inspected the installation and that the work conforms to the manufacturer's specifications and requirements for the warranty to be issued.
- 11.3.7.1 Provide the necessary documentation and evidence that the two (2) year mandatory labor, supplies and warranty can be provided and delivered.
- 11.3.7.2 Provide documentation demonstrating the roofing system's manufacturer(s) warranties are supported by an insurance policy and/or performance bond for the full fifteen/twenty (15/20) year period.
- 11.3.7.3 Provide a sample of the distributors'/installers'/subcontractors' (providers') warranty required by the Offeror to ensure AEPA, its members and their clients that the provider/contractor will cover defects in the work performed and installation workmanship, and further warrant that the installation was done in accordance with both the manufacturer's recommendations and any written directives of the manufacturer's on-site representative.
- 11.4 Submit detailed information and documentation describing the network and/or distribution system to be utilized to provide all aspects of the scope of work as defined within this solicitation (market, consulting, delivery, install, inspections, warranty work, maintenance and repair, etc.).

- 11.4.1 Provide complete information identifying the individual/distributor/installer or any subcontractor that will be utilized to work with and perform the services proposed to be offered in response to this solicitation. Please include the AEPA state(s) for which they will be responsible and from where they will be dispatched (home location).
- 11.4.2 Submit documentation and evidence that the products proposed and services offered in response to this solicitation have been delivered, installed and supported in all of the AEPA member states that have indicated an interest in participating in this AEPA contract, if approved.
 - 11.4.2.1 For each of the states indicating an interest provided in Part C of this solicitation, list one (1) project performed, which was completed within the last year, one project within the last two (2) years and one project within the last three (3) years, for a total of three projects per state. Provide the following for each.
 - 11.4.2.1.1 The general scope of work for each project, project cost, and the type of roofing or protective coating system utilized.
 - 11.4.2.1.2 The manufacturer's product used for each project listed.
 - 11.4.2.1.3 The public institution's/agency's name, address, phone number, contact person's name and title for each project.
 - 11.4.2.2 Provide five (5) public institutions/agencies in five (5) different states where you, the Offeror, have provided and assisted the institution/agency in establishing, implementing and conducting a long term inspection and preventative maintenance program to manage their facilities' envelope systems/assets. Provide names and contact information. Provide five (5) projects in five (5) different states that you have done for public institutions/agencies, that since the project was completed and signed off, that you had to go back and perform warranty work. Please include the following:
 - 11.4.2.1 Through your evaluation of the problem, what did you find as the cause of the problem?
 - 11.4.2.2 What products and/or services did you have to provide to resolve the problem?
 - 11.4.2.3 Was the customer satisfied with your solution and would they be willing to give you a letter of reference if requested?
 - 11.4.2.4 Name of institution/agency, contact person and phone number.
- 11.4.3 Provide a narrative of your company's policies, procedures and strategies to ensure quality control and response to concerns before, during and after the project. Indicate what follow-up, review and oversight process your management team has in place to ensure customer satisfaction.

12. Cost Submittal and Considerations

- 12.1 The Offeror must provide a complete listing of all products and services that it is proposing to offer under this solicitation. All products and services pricing must be determined by one of pricing methods defined below.
 - 12.1.1 Price sheets and/or catalogs – For those products and services that are to be priced using a manufacturer's published price list or product catalog, provide complete price list and/or catalogs that include product number, product description, unit of measure, the item's price and what that price includes (delivery, installation, etc.). The Offeror will indicate within their response the amount of discount to be applied to all items offered to AEPA and the multiplier/factor that is to be applied to arrive at each of the individual AEPA state agency's price. Within the terms of this IFB, different manufacturers/products can have different AEPA discounts as long as the discounts are clearly stated within the Offeror's response. If a price list or MSRP is not available, then the Offeror must utilize one of the other established pricing methodologies. **Note: it is AEPA's intention that this pricing methodology will be the primary method for pricing projects covered by this solicitation.**

- 12.1.2 Individual state multiplier/factor - AEPA understands the basic cost of the products/services listed on a published price list indicates the cost of obtaining, manufacturing, and preparing the products/services to ship to the project site. Due to the cooperative nature of this solicitation (opportunity of 20 states) and the potential volume, the Offeror will offer a discount on this price to AEPA as a whole. It is also understood that the cost incurred by the AEPA Offeror to deliver, store, and install the product/service to an individual project site will differ depending on the AEPA state in which the project site is located and the distance from the Offeror's/Provider's home location. Therefore, for each of the AEPA states listed herein, provide your multiplier/factor to be applied to the base AEPA price after the AEPA discount has been applied to the published price list to arrive at the individual AEPA state price. Example: If the published price on the published price list is \$1,000 and the AEPA discount is twenty percent (20%), the AEPA price would be $\$1,000 \times .80$ ($100\% - 20\% = 80\%$) = \$800. If the Offeror bid a state multiplier/factor of 1.02%, to arrive at the AEPA state agency's price would be $(\$800 \times 1.02) = \816 .
- 12.1.3 R.S. MEANS costing method - The R.S. Means Company publishes a CD Rom and/or books covering the areas specified in the General Terms and Conditions of this IFB. The current CD/books will be the basis for all quotes and proposals based on R.S. Means. **Note: It is AEPA's intention that this methodology be utilized only if the products/services required for the project are not covered by the Offeror's published list.**
- 12.1.3.1 For individual construction cost, items within the R.S. Means cost-book (including labor, overhead and profit) will be charged to the owner/client. Please note that costs relating to non-construction items/assemblies (General Condition items) such as season of the year; home office costs; insurance; project management and supervision; office and storage trailers; pickup trucks, mileage, per diem, transportation/delivery; safety equipment; weather conditions; etc., must be included and will not be allowed as part of the Contractor's R.S. Means price quote/proposal, because these items are covered either by the Offeror's published price list and/or their identified individual AEPA state multiplier/factor.
- 12.1.3.2 AEPA has also found from past experience that the R.S. Means costs, depending on the individual Offeror, may provide/allow more or less compensation than is required for the Offeror to cover its actual costs. Therefore, AEPA has established an R.S. Means multiplier/factor that the Offeror bids to adjust the R.S. Means costs so that they are in line with what is needed to meet its costs. This R.S. Means multiplier/factor is applied to the R.S. Means cost proposal to achieve the AEPA cost for the items. A bid R.S. Means multiplier/factor of 92% indicates that the Offeror will charge the Means **total item cost** times .92 as the billable amount. A bid multiplier/factor of 102% indicates that the Offeror will charge the R.S. Means Total Cost times 1.02 as the billable amount. Note the following:
- 12.1.3.3 When using the R.S. Means assembly cost items, the Contractor must for each individual cost item/assembly indicate and document any of the R.S. Means special factors that are applicable, including factors affecting cost, quality of materials, productivity of labor force, size of project and location. These items must be clearly stated and documented as part of the Contractor's cost proposal. The owner/client reserves the right to accept or reject any of the items that it determines to be non-applicable.
- 12.1.3.4 No R.S. Means (General Conditions Items) such as contract management/supervision, home office costs, travel, per diem, pickup trucks, office trailers, storage facilities, etc., are to be included in a R.S. Means cost proposal unless it has been requested and approved by the owner/client.

- 12.1.3.5 Any costs associated with permits, state gross receipts and tribal taxes, performance and payment bond costs and other applicable reimbursable costs approved in advance by the owner/client will appear as separate line items on the Contractor's quote/cost proposal.
- 12.1.3.6 The Contractor's R.S. Means bid factor/multiplier may be adjusted on the Contractor's contract anniversary date in accordance with the price adjustment terms and conditions of this solicitation. Such requests will be considered and evaluated by comparing the request with the escalation/de-escalation of the marketplace as measured by the Construction Cost Index (CCI) published in the ENR (formerly known as Engineering News and Record).
- 12.1.3.7 Due to the R.S. Means cost taking into consideration the location of the project the Offeror/Contractor will not be allowed to apply the individual state multiplier/factor to this cost.
- 12.1.4 Alternative Costing Method - If there are products and/or services required for a project covered by this solicitation that are not covered by the Offeror's published price lists and/or R.S. Means, then the cost of these items will be calculated by utilizing the alternative costing methodology. The items price will be obtained by issuing, receiving and evaluating three (3) written quotes which shall be submitted in advance and approved by the owner/client prior to being included into any quote/cost proposal and/or final contract documents. The owner/client reserves the right to accept or reject any quote or proposal including such items, and may obtain these items through other procurement means (other existing contracts). The AEPA price will be determined by utilizing two percentages. The Offeror will submit bids for two percentages: the alternative method overhead and profit and the alternative method percentage of AEPA's discount to be applied to the items alternative method's retail price.
- 12.1.4.1 Based on the most advantageous and cost effective quote received by the Contractor, the Contractor will apply its normal and customary overhead and profit percentages to the total cost submitted by the subcontractor and add that amount to obtain the normal and customary retail price. (Item cost multiplied by percent for overhead/profit equals amount of profit and overhead to be added to item cost equals retail price.)
- 12.1.4.2 Taking the normal and customary retail price as established in item 12.1.4.1 above, the Contractor will apply the AEPA's alternative method's discount percentage bid and subtract this amount from the normal and customary retail price to obtain the AEPA price (item retail price multiplied by percent of discount equals amount of discount to be subtracted to obtain AEPA price).
- 12.1.4.3 Due to the way the alternative method of costing is calculated, the Offeror/Contractor will not be allowed to apply the individual state multiplier/factor.
- 12.1.5 Sole Source - If products or services are required as part of the performance under this contract that can only be obtained and/or manufactured from a single source and fall under the sole source provision that is found within most states procurement codes, the Contractor must provide the owner with the necessary documentation to substantiate a sole source justification. To calculate the AEPA price for sole source items, the Offeror/Contractor shall utilized the same calculations identified in 11.1.4.1 through 11.4.1.2.
- 12.2 The cost evaluation for this solicitation will be based on a point system, with points being awarded for being low to high bidder for each cost evaluation item that is identified within the bid's cost evaluation submittal. If an Offeror leaves out/fails to provide a bid for an individual item, AEPA will allot zero (0) points to that item, and if awarded a contract, that individual item cannot be used in providing products or services. The low bidder will receive the full point value and all other bidders will receive points calculated (Lowest Bid / Other Bid) x point value.

- 12.2.1 If there is an item(s) within the cost submittal that the Offeror intends to provide at **NO COST** and/or the cost is included as part of another item, the Offeror must indicate **NO COST** in the appropriate column.
- 12.2.2 As noted within this solicitation, AEPA prefers to award a contract to a vendor who can provide a complete and comprehensive turn-key solution. Also, it is noted that AEPA understands that there may be national manufacturers/distributors who specialize in a particular and/or specific (single) type of roofing/protective coating system and, based on their response submitted and comparing the other systems offered within the same type of system, AEPA reserves the right to make a multiple award to a respondent who offers a particular/specific (single) type of system/product as long as:
 - 12.2.2.1 The respondent is determined to be a responsive bidder.
 - 12.2.2.2 It is determined to be advantageous and in the best interest of the AEPA Member State Agencies and their clients.
 - 12.2.2.3 By making an award, it will allow the individual AEPA Members' facility owner/clients greater options and a better opportunity to meet their individual facilities' needs and requirements.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, December 21, 2020

**Subject: Paraprofessional Collective Bargaining Agreement for Years 2020-2021
and 2021-2022**

(Recommended by Superintendent)

It is recommended that the Board of Education approve the tentative collective bargaining agreement for Paraprofessional Employees for the period July 1, 2020 through June 30, 2022.

Background Information

(Prepared by Craig Holje)

A tentative agreement was reached in November regarding the 2020-2022 Master Agreement with the Paraprofessional Employees represented by SEIU Local 284. This agreement has been ratified by the Paraprofessional Employees. It is recommended that the School Board approve the agreement.

The changes to the agreement include the following:

Base Salary and Benefit Summary

Year 1 - July 1, 2020 – June 30, 2021

1. Base Salary Schedule Increase of \$.75 for all classifications in steps 1 and 2. \$.80 increase for all classifications at step 3.
2. Revised language regarding family and safety leave to align with state statute
3. Revise language related to reasons for personal leave days and limitations on numbers of employees absent for this reason.
4. Clarified language in the emergency closing section
5. Updated language in the medical benefits section to align with current benefits program
6. Provided inclusion of a Memorandum of Agreement to engage a collaborative work group to discuss orientation of new employees, collaboration and planning time, and other items as appropriate.

Year 2 - July 1, 2021 – June 30, 2022

1. Base Salary Schedule Increase of \$.75 for all classifications at all steps.

NEW BUSINESS - FOR ACTION

Agenda Item VI.J.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, December 21, 2020

Subject: Donations

(Recommended by the Superintendent)

That the Board of Education accept the following donations with gratitude.

Richfield Public Schools Nutrition Services received a donation of 70,000 units of shelf stable milk from Every Meal.