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Part D - Questionnaire
AEPA 023-G
Athletic Equipment and Supplies

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**Part D – Questionnaire – Name of Company**”.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Company Information

Name of Company: Partac Peat Corporation

Company Address: One Kelsey Park

City, State, zip code: Great Meadows, NJ 07838

Website: www.BeamClay.com

Contact Person: Denise Pierce

Title: National Sales / Bid Coordinator

Phone: 800-247-2326 Direct 908-892-4384

Email: denise@partac.com or denise@beamclay.com

Background

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

This business is a: public company x privately owned company

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

Under what additional, or, former name(s) has your business operated? Kelsey Park Sod, Kelsey Park Aggregates

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

Date of Incorporation: 12/10/1963

State of Incorporation: New Jersey

Name of President: James C. Kelsey

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

Name of Treasurer: James C. Kelsey

Name of Secretary: James C. Kelsey

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

Date of Partnership:

State Founded:

Type of Partnership, if applicable:

Name(s) of General Partner(s):

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

Date of Purchase: _____

State Founded: _____

Name of Owner/Operator: _____

Is this business different from those identified above? No Yes

If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? No Yes

Is this business minority-owned? No Yes

Does this business have an Affirmative Action plan/statement? No Yes

Business Headquarter Location

Business Address One Kelsey Park

City, State, zip code Great Meadows, NJ 07838

Phone 800-247-2326 | 908-637-4191

How long at this address? 59 years

Business Branch Location(s)

Branch Address n/a

City, State, zip code _____

Branch Address _____

City, State, zip code _____

Branch Address _____

City, State, zip code _____

Branch Address _____

City, State, zip code _____

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

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies	>554,900	>\$415,700	>\$421,000
Higher Education Institutions	>53,100	>\$87,600	>\$96,200
Counties, Cities, Townships, Villages	>488,000	>\$631,700	>\$621,400
States	>0	0	0
Other Public Sector & Non-profits	>120,200	>\$189,500	>\$163,800
Private Sector	>1,090,000	>\$1,342,100	>\$1,040,300
Total	>\$2,306,200	>\$2,666,600	>\$2,342,700

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies	>\$357,300	>\$396,400	>\$421,000
Higher Education Institutions	>\$53,900	>\$87,600	>\$96,200
Counties, Cities, Townships, Villages	>\$502,100	>\$631,700	>\$621,400
States	0	0	0
Other Public Sector & Non-profits	>\$158,900	>\$189,500	>\$163,800
Private Sector	>\$1,052,200	>\$1,342,100	>\$1,040,300
Total	>\$2,124,400	>\$2,647,300	>\$2,342,700

Work Force

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

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

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

Number of Sales Reps	City	State
5	Great Meadows	NJ
1	Auburndale	FL
1 (Trade Show Rep)	Santa Claus	IN

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

Rockstar reps aren't born. They're trained. It is our goal to ensure that each employee is equipped with the right skills and knowledge to perform their job effectively and efficiently. We are fortunate to have a well seasoned staff with regard to knowledge of how cooperative purchasing contracts work within our company. As new employees are hired they will be assessed for upskilling or reskilling. New employees will work closely with senior staff on preparing quotes or responding to customer inquiries related to each award. With the award of the AEPA 018.5C contract we created a network repository that contains all documents & files associated with the bid with subfolders for each participating state contract awarded. Employees have access to all partner administrative information files including details with regard to each member states eligible customer base, contact information, numerous flyers co-branded for each state. With regard to sales, our network repository ensures each employee has full access to detailed product information, warranties, installation instruction, all at their fingertips.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

As noted above, we are small manufacturer located in NJ. While we do not have "boots" on the ground in every member state, we will continue to reach out to potential customers via telephone, email, "snail" mail, national/local advertising campaigns, and attendance at national / local trade shows. Through attendance at national tradeshows we have the ability to personally speak with representatives from eligible agencies across the country. We will continue to look at opportunities to attend national and regional trade shows that we have not attended in the past. We have developed a Marketing Action Plan specifically for AEPA. Upon receipt of signed contracts from each AEPA member agency we will set-up a regular meeting schedule with the bid liaison assigned to work with the Athletic Equipment & Supplies Vendors. We believe the insight gained and valuable lessons over the last four years, will help Partac continue to grow its sales among AEPA member states that choose to offer us a contract. We have a good understanding of the AEPA Cooperative and believe our commitment to its members has demonstrated our ability to serve as one of your suppliers. We have performed our administrative responsibilities in completing reports, timely payments of administrative fees, attendance at required meetings and served as a mentor/resource for newly awarded vendors. We believe our commitment to cooperative partnership with AEPA and customer satisfaction, will contribute in helping AEPA reach its future goals.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

It is our intent to supply products in the following areas: Regional Infield Mixes, Mound Clays, Home Plate Clay, Warning Tracks, Top-Dressing, Diamond Dry, Infield Conditioners, On-Deck Circles, Infield Grooming Equipment, Rakes, Drag Mats, Batting Practice, Portable Pitching Mounds, Bases, Home Plates, Pitching Rubbers, Anchors, Helmets, Portable Mounds, Batting Tunnels, Batting Cages, Protective Screens, Dry Line Marking Materials & Equipment, Wet Line Marking Materials, Equipment & Stencils, Marking Systems & Tape Measures, Foul Poles, Rain Covers: Mound, Home Plate, Full Field, Water Removal Equipment, Water Hoses & Facilities Supplies, Aluminum Benches, Scorer's & Picnic Tables, Aluminum Bleachers, Chain Link Winged Backstops, Backstop, Wall, Rail & Post Padding, Fence Guards, Corrugated Fence Topper, Poly-Cap, Fence Crowns, Safety Top Caps, Foam Guards, Rail Padding, Windscreen, Distance Banners, Dugout Shelters & Backdrop Protectors, Ball & Barrier Netting / Ball Stopper Systems, Fencing - Portable & Safety, Turf Top-Dressings for Golf Courses/Fields and Landscape Products, Synthetic Turf for Batting Tunnel Mats, Dug-out Areas, Walkways, Dugouts & Portable Player Shelters, & Dugout Storage Equipment, Bocce Courts: Natural Clay & Fast-Dry Surfacing, Cricket Pitch Clays, Football & Soccer Fields: Turf Protection: Turf Blankets, Sideline Covers, Track Protection, Horseshoe & Quoit Pit Clays, Playground Surfacing Tennis Courts: Natural Clay & Fast-Dry Surfacing, Pickleball, Natural Running Tracks, Long Jump Pit Sands, Shotput Sector Surfacing, High Jump, Hurdles, Volleyball Sands, Nets and Balls, Gym Floor Protection, Gym Mats, Wall Padding, Gym Divider Curtains, Natural Walking / Pathway Mixes Natural Dog Park Surfacing and Agility Equipment

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

We will continue where possible to load items into the Equal Level System to reach member agencies utilizing that platform. We will continue our direct marketing efforts using flyers, brochures, and advertising. We will continue to seek regional warehouse distribution centers to save end-users shipping costs. We are currently direct distributor for approximately 70 manufacturers from across the United States. Larger suppliers have strategically located warehouses in the Midwest and East/ West Coasts to expedite drop shipping from the warehouse closest to the ship to address. For our general area, we have warehousing capability to stock in excess of 30,000 bags of palletized material. We have nationwide negotiated agreements in place for shipping from not only our local warehouse, but any of the 70 manufacturers we work with. For bulk truckloads we have access to trucks nationwide that are able to load at anyone of the 16 regional plants our supplies are produced / located.

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

Center Type	City	State
Manufacturer Distribution Center	Anninston	AL
Manufacturer Distribution Center	Graysville	AL
Manufacturer Distribution Center	Lacy Springs	AL
Manufacturer Distribution Center	Phoenix	AZ
Manufacturer Distribution Center	Colusa	CA
Manufacturer Distribution Center	Lake Elsinore	CA
Manufacturer Distribution Center	San Jose	CA
Manufacturer Distribution Center	Taft	CA
Manufacturer Distribution Center	Antonito	CO
Manufacturer Distribution Center	Waterford	CT
Manufacturer Distribution Center	Bradenton	FL
Manufacturer Distribution Center	Milledgeville	GA
Manufacturer Distribution Center	Altoona	IA
Manufacturer Distribution Center	Eldridge	IA
Manufacturer Distribution Center	Independence	IA
Manufacturer Distribution Center	Ottawa	IL
Manufacturer Distribution Center	Valmeyer	IL
Manufacturer Distribution Center	Jasper	IN
Manufacturer Distribution Center	Brockton	MA
Manufacturer Distribution Center	Delano	MN
Manufacturer Distribution Center	Kansas City	MO
Manufacturer Distribution Center	Blue Mountain	MS
Manufacturer Distribution Center	Ripley	MS
Manufacturer Distribution Center	Piqua	OH
Manufacturer Distribution Center	Philadelphia	PA
Manufacturer Distribution Center	Columbia	TN
Manufacturer Distribution Center	Memphis	TN
Manufacturer Distribution Center	Middleton	TN
Manufacturer Distribution Center	Dallas	TX
Manufacturer Distribution Center	Ferris	TX
Manufacturer Distribution Center	Roanoke	VA
Manufacturer Distribution Center	Troy	VA
Manufacturer Distribution Center	Castleton	VT

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

n/a

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

n/a

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

We work with many small manufacturers that sell innovative industry specific products.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

For our palletized materials Partac partners with freight brokers/ freight transportation services that often use local companies (interline) within the geographic delivery location.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Here is a partial list of the SBE / MWBE companies/manufacturers we are working with: Portable Mounds – True Pitch – SBE, Portable Mounds – Portolite – SBE, Portable Mounds – Proper Pitch Mounds – SBE, Bocce & Horseshoe Equipment – St.Pierre – SBE, Anchor Systems – RMP Sports – SBE, Field Marking & Grooming Equipment – Newstripe – SBE, Bases – Rogers Breakaway Bases – SBE, Bases – Soft Touch Bases by Urethane Systems Plus – MBE, Mulch – Safety Down Under – WBE, Athletic Safety Mats & Surfacing – Partac Peat – SBE, Sports Netting – SPI Nets – MBE, Bases/Field Equipment – Bull Dog Field Equipment – WBE, Field Rakes – New England Rakes – SBE, Windscreens – Ball Fabrics – SBE, Infield Drying Agent – RainOut Products LLC – SBE, Common Carrier – RMF Trucking – SBE, Common Carrier – Mark Transport - SBE

Marketing

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

Name	Title	Phone	Email
James C. Kelsey	President	800-247-BEAM (2326)	jim@partac.com
Denise Pierce	National Sales/ Coordinator	800-247-BEAM (2326)	denise@partac.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2021– 2022 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

We continued our national advertising campaign which included magazines such as Athletic Business, Sportsfield Management, Collegiate Baseball, Landscape Architect, Landscape Architect & Specifier, Coach & AD, regional Sports Turf Manager Magazines in the following states: NJ, AR, NC, VA, MD, PA, & Northeast Turf Grass), direct email and due to COVID restrictions finally being lifted, we started doing tradeshow late Fall 2021 starting with the National Parks and Recreation Show held in Nashville (surprisingly well attended) followed by the national Association of Landscape Architects (again well attended). Due to the impact of COVID, we hired another sales rep in late 2021 with over 25 years of expertise/experience in our industry to assist with tradeshow. He is familiar with how bids work and has been actively learning about the cooperative purchasing contracts we have with each state (and how sister states work). We started off 2022 with two of the largest baseball shows in the country along with a state parks and recreation show held in Kansas. Given the circumstances, we feel very positive about sales in the upcoming year. We will continue attending trade shows and have registered for a number of events being held in 2023.

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

We will continue creating product highlight flyers for each contracted Member Agency. See Exhibit A – Marketing Plan for examples of past documents forwarded to each Member Agency. With this new award we will again create a marketing piece and coordinated local/national advertisements to “launch” the awarded contracts. We will be able to customize each flyer to include specific member agency information/logos. We have been designated top level administrators/sales support and/or marketing person from most of our manufacturers. We have been working on strategies on how Partac can best promote their products. We have received a lot of interest from the smaller manufacturers looking to expand their businesses into new markets. Their desire to increase business will help Partac generate new sales for member agencies. The process in developing these relationships has been a work in progress. It takes much time and effort to develop these relationships and we look forward to working with each AEPA member agency to bringing our hardwork to fruition.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan.

Process on how the contract will be launched to current and potential agencies.

The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.

Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.

How the contract award will be displayed/linked on the Respondent’s website.

As a current AEPA vendor, we have already performed the following activities in support of our current AEPA contract and will perform the same activities should Partac be awarded the new contract . Partac has created numerous specific AEPA flyers recognizing all the contracted cooperatives by name. See attached supplemental materials in Exhibit A – Marketing Plan. Partac has already launched the Partac/AEPA website and have provided that website to all of the contracted cooperatives. Our sales team makes direct calls to AEPA customers in support of contract sales, and engages the local cooperative for assistance, when needed. If awarded the new contract, Partac will introduce the new contract with a full and comprehensive launch to include new manufacturers products that are approved. This launch will include complete marketing materials and product catalogs. All marketing materials will be posted to Partac's internal shared network drive specifically for the AEPA Bid contracts. In addition, our partner vendors will design marketing materials specifically to assist Partac in promoting their product lines. We have the ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information utilizing Adobe Photoshop, Adobe Acrobat Pro/DC. Upon notice of award we will reach out to our assigned contacts at the various manufacturers approve and begin to prepare flyers to launch the new bid award. We have created a site on our webserver just for the AEPA bid award. www.BeamClay.com/AEPA. We will continue to maintain / utilize this site for any future award(s).

Environmental Initiatives

Describe how your products and/or services support environmental goals.

Some of our top-selling products include our infield mixes, which are all-natural surfaces, which provide better playing surfaces, minimize wind & water erosion, last longer than other products, and which require less maintenance and can be more efficiently maintained.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

n/a

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

Less use of fuel and labor to produce professional quality sports surfaces. Together we can save a forest! As an alternative to producing printed catalogs, we are prepared to create custom USB Drives which contain state specific catalogs and bid information to disseminate to AEPA members at trade shows and upon request via mail.

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

Our infield mixes are all-natural surfaces which provide better playing surfaces, minimize wind & water erosion, last longer than other products, and which require less water and can be more efficiently maintained.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

- Partac Peat Corporation is a small, family-owned company that has been in business since 1963. For being small it is amazing that we supply over 10,000 products for baseball/softball and all sports! Supplying products is only one aspect of what we do, as we provide personalized customer service and care to all that we speak with on a daily basis which is a plus in today's automated world. We offer that personal touch by speaking with our customers so that we know exactly what they need and how to guide them if they have questions. Many of our employees have been with Partac for 20+ years which makes it easier for our customer's to know what to expect consistently from us year after year. We have expanded our product lines over the years to keep up with the ever changing inquiries with items being asked for by our end-users.
- We provide great customer service. We are small enough to maintain personal relationships with our customers. People like to be remembered. We are willing to grow our staff as increased sales merit.
- As a family owned-operated SBE, we have a vested interest in successfully implementing this bid and representing each member agency to grow their respective sales.
- We remain conscious of the varying budgets that our customers may have for field renovations, offering a range of mid-to high quality products. We do our best to be clear on the varying warranties. One example is while temporary windscreens may just offer a 2-3 year warranty, we might suggest that for just little more money the customer can opt for a product that has a 7-8 year warranty.
- Customers find us to be trustworthy. It is vitally important in our industry that our customers trust the products that we recommend. After all, we would not want to intentionally sell a product that would cause harm or injury.
- While the price isn't the most important consideration to some customers, it is still a significant factor in decision making. Some customers will prioritize a lower price in their decision-making process. We have found that companies that gain customers because they have the lowest price have a tendency to lose customers as soon as someone else offers something for less. Our goal is to maintain our customers with loyalty and competitive pricing.

If applicable, describe your company's ability to integrate into other ecommerce sites:

Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

n/a - We have been and will continue utilizing the Equal Level portal for participating member agencies.

Disclosures

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

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

References

Provide contact information of your business's five largest public agency customers.

Agency	Name	Title	Phone Number	Email
1. Union County Division of Park Maintenance	Alex Chappotin	Director	908-514-3388	achappotin@ucnj.org
2. North Hunterdon- Voorhees Bd. of Ed.	Nellie Greer	Custodian/Facilities	908-713-4199 ext. 6598	ngreer@nhvweb.net
3. Town of Saugerties	Greg Chorvas	Superintendent	845-399-0215	gchorvas@saugertiesny.gov
4. City of Bridgeport	Steve Hladun	Special Projects Manager	203-650-4673	steve.hladun@bridgeportct.gov
5. Town of Wallingford	Steve Palermo	DPW Supt.	203-605-1685	publicworks@wallingfordct.gov

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.**

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	X	X	
Colorado	Yes	X	X	
Connecticut	Yes	X	X	
Florida	Yes	X	X	X
Georgia	Yes	X	X	
Illinois	No	X	X	
Indiana	Yes	X	X	
Iowa	Yes	X	X	
Kansas	Yes	X	X	
Kentucky	Yes	X	X	
Massachusetts	Yes	X	X	
Michigan	Yes	X	X	

Minnesota	Yes	X	X	
Missouri	Yes	X	X	
Montana	Yes	X	X	
Nebraska	Yes	X	X	
New Jersey	Yes	X	X	X
New Mexico	Yes	X	X	
North Dakota	Yes	X	X	
Ohio	Yes	X	X	
Oregon	Yes	X	X	
Pennsylvania	Yes	X	X	
South Carolina	Yes	X	X	
Texas	Yes	x	X	
Virginia	Undecided	X	X	
Washington	Yes	X	X	
West Virginia	Yes	X	X	
Wisconsin	Yes	X	X	
Wyoming	Yes	X	X	

e-Commerce: Does this business have an e-commerce website? x **No** **Yes**

If YES, what is the website? _____

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? **No** X **Yes**

Does this business have a toll-free customers support phone option? **No** X **Yes**

Does this business offer local customer and support service options? **No** X* **Yes**

*Email and phone are always available. In person is limited to the NJ, NY, CT, PA area.

State your normal delivery time (in days) and any options for expediting delivery.

Delivery time with 10,000 products varies. For example, in stock Champro items ship same day if in stock and order is received by 12 Noon EST. For bulk materials, materials in stock 3-5 days. Need to arrange delivery via bulk freight carriers, ensuring someone will be on-site to receive / direct driver / sign for delivery. Many of our products are made to order which of coarse takes longer. For example, windscreens in season can take 3-6 weeks.

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?

We have found it best to contact each customer and ask their preference. Some have asked to cancel and place new order so they can close-out current PO and open a new one. We have worked with every customer. On our quotes we do our best to give a good faith estimate on production lead time and transit time (especially with the nationwide freight issue currently facing the country). We feel it is best to give the lead times, so they can choose to use another product that may be in stock or choose another supplier.

Describe your company's payment terms as well as any quick pay discounts.

For all K-12, Higher Ed, County, Town, City or municipal entity we have a policy of Terms Net 30 with an official PO after we receive their completed W-9. We have found most pay between 45-60 days based on board meeting schedules. They can also choose to send a check or use a purchase card, however, we do pass thru the credit fees at a rate of 3.5% of the order. For non-profit organizations, all orders are prepaid and provided the bid discount as long as they have sent the required tax-exempt/non-profit documentation for our files as per the terms of the award.

State your company's return policy and any applicable State restocking fees. A copy of the return policy must be included in the vendor's response. It may be uploaded as a PDF.

Return Policy All returns must be authorized by Partac Peat Corporation and require a written return authorization issued by us. Call our Customer Care Team at the 800-247-2326 for a return authorization number. Returns must be postmarked within 30 days of return authorization issue date; otherwise, the return will not be eligible for credit. Items must be returned in their original condition, including all tags, packaging and accessories (if applicable). Freight charges will not be refunded unless the merchandise is defective, or it was shipped incorrectly. Items will be subject to return freight charges and may also be subject to a restocking fee of up to 25%*. (We have submitted a request for deviation on restocking fees. We pass along fees from our manufacturers. Most have restocking fees of 15% with customer responsible for shipping fees both ways. Companies like Aer-Flo, Athletic Connection, BSN Sports, Ball Fabrics Barks & Rec, Batco, CoverSports, Douglas, Jaypro, Rogers, Trigon all have restocking fees up to 25%. Aer-Flo (AF Sports/Beacon) up to 20%, Athletic Connection (BSN Sports) up to 25%, Ball Fabrics 20%, Barks & Rec (HerculesPoly) 20%, Batco 20%, CoverSports 15% with a min. return fee of \$25, Douglas (National Sports Products/NSP) 20%, Jaypro 25%, Rogers 25%, Trigon Sports (TSI) 25%.) Custom orders may not be returned unless the merchandise is defective, or we made an error when making the custom order product. We are not responsible for misuse, customer installation, freight damage or improper storage. The return authorization number must be included in all correspondence and returns.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.

Accessibility to live customer service/sales staff M-F from 7 am – 7 pm (Eastern). If product(s) are on backorder an alternative (if available) would be suggested to try and meet a customer's request for a particular time-frame. Bulk deliveries are scheduled ahead of time with a follow up reminder call when trucks are loaded. Emails are sent with tracking information for common carrier deliveries so customer can follow up with carrier should they choose.

Pricing

Is your pricing methodology guaranteed for the term of the contract?	_____	No	<u> X </u>	Yes
Will you offer customized price lists to participating entities as required per the pricing terms of Part A?	_____	No	<u> X </u>	Yes
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	_____	No	<u> X </u>	Yes
Will you offer volume price discounts as described in the pricing terms of Part A?	_____	No	<u> X </u>	Yes

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume?	_____	No	<u> X </u>	Yes
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Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

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

X Pricing is LESS THAN individual customer and/or cooperatives. Lower by 5 %

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

If YES, identify which cooperative and the respective expiration date(s).
ESCNJ 5/23

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?
AEPA in all states except for NJ which would be ESCNJ direct contract.

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

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

Leasing: Do your business offer leasing arrangements under this solicitation? No Yes

If Yes, please indicate how the rate factor is determined and other cost factors below.

[Click or tap here to enter text.](#)

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

Responsibilities	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	X	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

1. Mark “No” or “Yes” with an “X” below.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
x	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception
Part A, pg 16	12	<p>Restocking Fees: A restocking fee may only be charged on products ordered and delivered to the Buyer’s site in accordance with the order/contract. Restocking fees in excess of 15% will not be allowed. Restocking fees may be waived, at the option of the Vendor Partner. The Vendor Partner must identify, specify, and justify any exceptions or deviations taken.</p>	<p>Partac’s standard restocking fee is 15%, with the exceptions of these manufacturer imposed fees which we are passing thru Aer-Flo (AF Sports/Beacon) 20%, Athletic Connection (BSN Sports) up to 25%, Ball Fabrics 20%, Barks & Rec (HerculesPoly) 20%, Batco 20%, CoverSports 15% with a min. return fee of \$25, Douglas (National Sports Products/NSP) 20%, Jaypro 25%, Rogers 25%, Trigon Sports (TSI) 25%. Return Policy All returns must be authorized by Partac Peat Corporation and require a written return authorization issued by us. Call our Customer Care Team at the 800-247-2326 for a return authorization number. Returns must be postmarked within 30 days of return authorization issue date; otherwise the return will not be eligible for credit. Items must be returned in their original condition, including all tags, packaging and accessories (if applicable). Freight charges will not be refunded unless the merchandise is defective, or it was shipped incorrectly. Items will be subject to return freight charges and may also be subject to a restocking fee of up to 25%*. (We have submitted a request for deviation on restocking fees.) Custom orders may not be returned unless the merchandise is defective, or we made an error when making the custom order product. We are not responsible for misuse, customer installation, freight damage or improper storage. The return authorization number must be included in all correspondence and returns.</p>

Deviations

Instructions:

1. Mark "No" or "Yes" with an "X" below.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

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

Outline Number Part B	Specification (describe)	Details of Deviation
7.1.3	Vendor Partner must have a 24-hour toll-free order fax line.	We do not have toll-free order fax line. Customer can email us or call us on our toll free telephone line to place orders.
10 – 8.3.1	Shipping and/or Freight Orders that are \$150.00 or more shall include shipping in the cost, unless clearly noted otherwise in the bid response. Vendor shall add actual shipping costs only for all orders that are less than \$150.00. Vendor must specify as an exception or deviation if there is a charge for shipping and/or minimum order amount if other than noted in this section.	All items listed in F.2. Price Schedule regardless of price are listed as bid price + actual shipping/handling – each line item specifically indicates if it is bag, each, pair, set or if a full pallet is required. Champro no longer waives it minimum order fee. We have clearly noted each item on F.2 and in our catalogs. Soft Touch Bases has a mandatory drop ship fee of \$10. This is a pass thru fee and clearly noted in our catalog for this product line. ALL customers are provided with a quote prior to accepting a purchase order clearly noting product cost, any minimum order fee as well as shipping/handling. Partac reserves the right to waive such fees as noted above for Champro and Soft Touch.
10 – 8.3.2	Shipping and/or Freight For products greater than \$150.00 that do not include shipping due to size, weight or hazard costs, products will ship FOB Destination, freight prepaid, and added to invoice. Freight will be quoted and provided to the Participating Agency/Entity prior to purchase order (PO) approval. The products that do not include shipping in the cost must be clearly identified.	All items listed in F.2. Price Schedule regardless of price are listed as bid price + actual shipping/handling – each line item specifically indicates if it is bag, each, pair, set or if a full pallet is required. Champro no longer waives it minimum order fee. We have clearly noted each item on F.2 and in our catalogs. ALL customers are provided with a quote prior to accepting a purchase order clearly noting product cost, any minimum order fee as well as shipping/handling. Partac reserves the right to waive such fees as noted above for Champro and Soft Touch.

DIRECTIONS TO KELSEY PARK

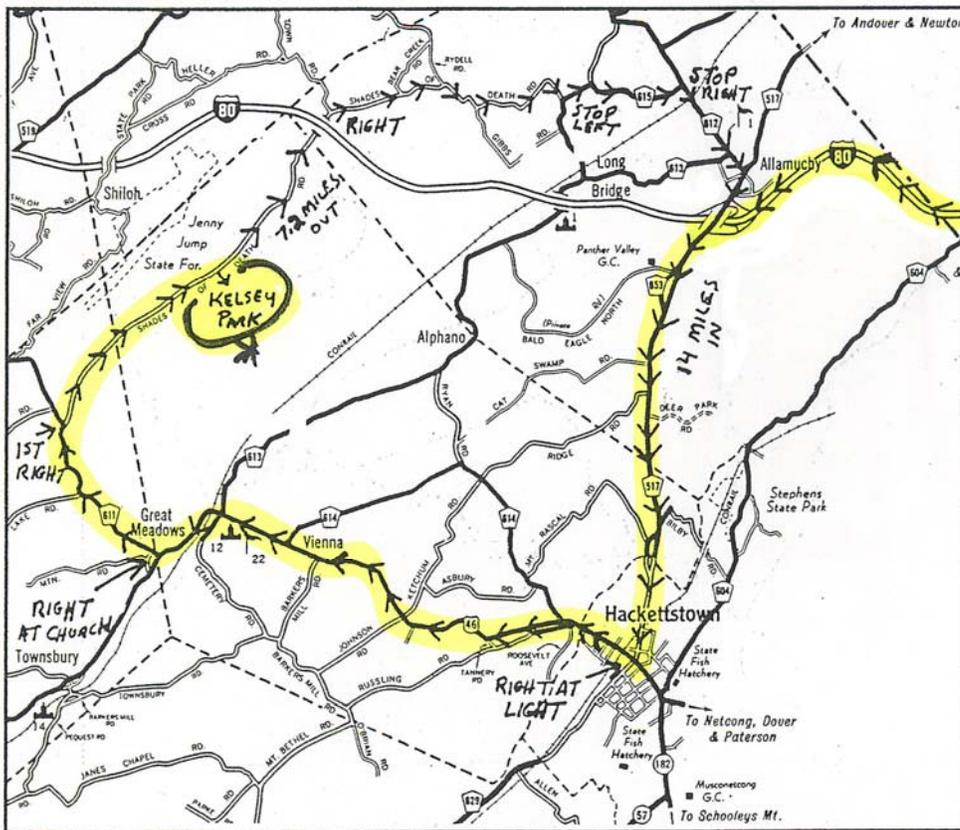
800-247-BEAM (2326) • 908-637-4191

FROM I-80 WESTBOUND, EXIT 19:

★ → **LONGER ROUTE IN** thru Hackettstown 14 miles (easier 1st time): Left off ramp on 517 to Hackettstown, right at light on 46 West, 5 miles to Great Meadows, at St. Peter & Paul R. C. Church right on Hope Road (611), 1-1/2 miles to 1st right on Shades Road, 2 miles to Kelsey Park entrance on right, green sign and double green gates.

SHORTER ROUTE IN thru Allamuchy, 7.2 miles (but more difficult if you don't know the area): Bear right off ramp across 517, down hill bearing left in Allamuchy on Johnsonburg Road (612), 1st left after RR tracks on 615, 1.2 miles to 2nd right on Shades Road, 2.7 miles, under I-80 overpass, 2 miles to Kelsey Park entrance on left.

SHORTER ROUTE OUT thru Allamuchy, 7.2 miles: Leaving Kelsey Park entrance, turn right on Shades Road., 2 miles under I-80 overpass road turns 90° right, 2.7 miles to **stop sign turn left**, 1.2 miles to **stop sign turn right**, over RR tracks, right up hill in Allamuchy to I-80.



FROM I-80 EASTBOUND, EXIT 12:

RIGHT OFF RAMP to Hope, left at blinker, down hill. 1st right at stone gristmill & school on (611), past Land of Make Believe, over mountain, 2nd left on Shades Road, 2 miles to Kelsey Park entrance on right, green sign and double green gate.

FROM ROUTE 46 EASTBOUND:

SHARP LEFT at St. Peter & Paul R. C. Church on left on Hope Road (611), 1-1/2 miles to 1st right on Shades Road, 2 miles to Kelsey Park entrance on right, green sign and double green gates.

FROM I-95 NORTH FROM PA INTO NJ OR I-295 NORTH TO I-95 SOUTH:

Take Exit 4 for Route 31 North to its end at Route 46, follow directions above for Route 46 Eastbound 5 miles to left on Rt. 611.

FROM I-287 NORTH:

Take Exit 22 for Route 206 North to I-80 West follow directions above for I-80 Westbound, Exit 19.

FROM EASTERN PENNSYLVANIA ON I-78 EAST:

Take Exit 3 for Route 22 West, past Home Depot to light (if a car turn right on 519 North, if a truck because of low tunnel continue to Rt. 57 East to Route 519 North) to Route 46, thru light at Route 31, follow directions above for Route 46 Eastbound 5 miles to left on Rt. 611.

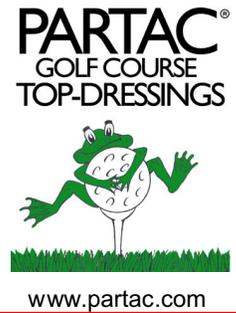
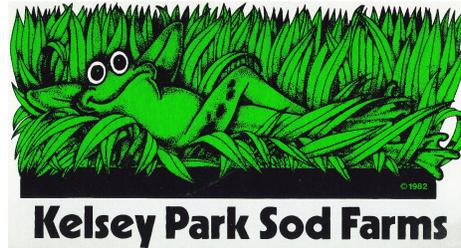
YOUR "ONE-STOP SOURCE" FOR AMERICA'S BASEBALL SURFACES & SUPPLIES!

PARTAC PEAT CORPORATION

KELSEY PARK, GREAT MEADOWS, NEW JERSEY 07838

800-247-BEAM (2326) • 908-637-4191 • FAX 908-637-8421

sales@partac.com



Warranty & Return Policy

Returns: No item may be returned without a Return Merchandise Authorization (RMA) Number from our customer service department. Call our Customer Care Team at the 800-247-2326 for a return authorization number. Non-defective items can only be returned if they were purchased directly from Partac Peat Corporation and must be returned in unused condition and in the unopened, original packaging including all tags and accessories (if applicable)-due to the nature of our products, we cannot authorize the return of a product that has been opened and/or removed from its original packaging. Retail, commercial and government customers must request an RMA within 10 days of receiving order for a full refund of the product purchase price. Freight charges will not be refunded unless the merchandise is defective, or it was shipped incorrectly.

Restocking Fee: All returns are subject to a restocking fee up to 25%, plus freight both ways. Custom orders may not be returned unless the merchandise is defective, or we made an error when making the custom ordered product. We are not responsible for misuse, customer installation, freight damage or improper storage. The return authorization number must be included in all correspondence and returns.

Warranty : Partac Peat Corporation's products are warranted against defects in packaging, material and workmanship for 90 days from the original purchase. No item may be returned without a Return Merchandise Authorization Number from our customer service department. Defective items will be repaired, replaced or refunded at our discretion. Damage caused by neglect, abuse, misuse, alteration of the product, or improper storage is not covered by this limited warranty.

We stand by the products we sell. We offer a Standard Commercial Warranty on behalf of the products we manufacturer as well as the products we distribute/drop-ship. We, along with the manufacturers we represent, generally guarantee all items for one full year to be free from defects in workmanship or materials when installed and maintained properly. Our manufacturers generally agree to repair or replace, without charge, any item judged by them to be defective for either of these reasons and to return the item (or its replacement) freight prepaid.

All Warranty and Return matters should be sent to:

Partac Peat Corporation
Att: Kim Engle
One Kelsey Park
Great Meadows, NJ 07838

Upon receipt of your claim, our customer service department will contact the customer with return instructions which include sending freight prepaid.

Your "One-Stop Source" for America's Sports Surfaces & Supplies!



Association of Educational
PURCHASING AGENCIES

Part E – Signature Forms

AEPA 023-G

Athletic Equipment and Supplies

Instructions

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

To submit the required signed forms, follow these steps:

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

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

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

Uniform Guidance "EDGAR" Certification Form – *signature required

Bid Affidavit – *signature required

Acceptance of Bid & Contract Award – *signature required

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

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

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

1. Violation of Contract Terms and Conditions

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

2. Termination for Cause of Convenience

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

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

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

3. Equal Employment Opportunity

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

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

4. Davis Bacon Act

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

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

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

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

5. Contract Work Hours and Safety Standards Act

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

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

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

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

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

11. Profit as a Separate Element of Price

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

12. General Compliance with Participating Agencies

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

13. Governing Law; Forum Selection.

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

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

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

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

Partac Peat Corporation

Name of Business



Signature of Authorized Representative

James C. Kelsey, President

Printed Name

September 9, 2022

Date



Association of Educational
PURCHASING AGENCIES

Acceptance of Solicitation & Contract

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

PART I: RESPONDENT

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

Business Name	<u>Partac Peat Corporation</u>	Date	<u>September 9, 2022</u>
Address	<u>One Kelsey Park</u>	City, State Zip	<u>Great Meadows, NJ 07838</u>
Contact Person	<u>Denise Pierce</u>	Title	<u>National Sales/Bid Manager</u>
Authorized Signature		Title	<u>James C. Kelsey, President</u>
Email	<u>denise@partac.com</u>	Phone	<u>800-247-2326 908-637-4191</u>

PART II: AWARING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)	<u>3/1/2023</u>	Or

Solicitation Checklist

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

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

PARTAC PEAT CORPORATION

KELSEY PARK, GREAT MEADOWS, NEW JERSEY 07838

800-247-BEAM (2326) • 908-637-4191 • FAX 908-637-8421

sales@partac.com



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Warranty & Return Policy

Returns: No item may be returned without a Return Merchandise Authorization (RMA) Number from our customer service department. Call our Customer Care Team at the 800-247-2326 for a return authorization number. Non-defective items can only be returned if they were purchased directly from Partac Peat Corporation and must be returned in unused condition and in the unopened, original packaging including all tags and accessories (if applicable)-due to the nature of our products, we cannot authorize the return of a product that has been opened and/or removed from its original packaging. Retail, commercial and government customers must request an RMA within 10 days of receiving order for a full refund of the product purchase price. Freight charges will not be refunded unless the merchandise is defective, or it was shipped incorrectly.

Restocking Fee: All returns are subject to a restocking fee up to 25%, plus freight both ways. Custom orders may not be returned unless the merchandise is defective, or we made an error when making the custom ordered product. We are not responsible for misuse, customer installation, freight damage or improper storage. The return authorization number must be included in all correspondence and returns.

Warranty : Partac Peat Corporation's products are warranted against defects in packaging, material and workmanship for 90 days from the original purchase. No item may be returned without a Return Merchandise Authorization Number from our customer service department. Defective items will be repaired, replaced or refunded at our discretion. Damage caused by neglect, abuse, misuse, alteration of the product, or improper storage is not covered by this limited warranty.

We stand by the products we sell. We offer a Standard Commercial Warranty on behalf of the products we manufacturer as well as the products we distribute/drop-ship. We, along with the manufacturers we represent, generally guarantee all items for one full year to be free from defects in workmanship or materials when installed and maintained properly. Our manufacturers generally agree to repair or replace, without charge, any item judged by them to be defective for either of these reasons and to return the item (or its replacement) freight prepaid.

All Warranty and Return matters should be sent to:

Partac Peat Corporation
Att: Kim Engle
One Kelsey Park
Great Meadows, NJ 07838

Upon receipt of your claim, our customer service department will contact the customer with return instructions which include sending freight prepaid.

Your "One-Stop Source" for America's Sports Surfaces & Supplies!

Vendor Contact Form

This page should be included in your electronic file in Word format

so that we can copy and paste into our website.
Please do not handwrite the information, type it in.

If you are awarded a contract with the ESCNJ, we will post this contact sheet on our website for members to contact. Please complete and include with your bid package. List the individual(s) who will be best equipped to handle calls from our 1,400 + members and have knowledge of your award:

Bid	ATHLETIC EQUIPMENT & SUPPLIES Bid #AEPA 023-G
Vendor	Partac Peat Corporation
Representative	James C. Kelsey, President
Address	One Kelsey Park, Great Meadows, NJ 07838
Telephone #	800-247-2326 908-637-4191
Fax #	908-637-8421
Email	sales@partac.com sales@beamclay.com
Website	www.BeamClay.com/AEPA

Please list the name and contact information of the person in your company responsible for submitting quarterly reports to the ESCNJ. If this information changes during the term of the award, you are responsible for updating the ESCNJ with any such changes.

COMPANY NAME: Partac Peat Corporation

NAME: Denise Pierce

PHONE: 800-247-2326 | 908-637-4191

EMAIL: denise@partac.com or denise@beamclay.com

Association of Educational Purchasing Agencies

Tabulation Report IFB #023-G - Athletic Equipment & Supplies

Vendor: Partac Peat Corporation

General Comments: Any item listed in the catalogs as -Call for Price- is excluded from our submittal and has not been entered on the F.2 Price Schedule Sheets.

General Attachments:

- 101 - Infields, Pitcher's Mounds, Batter's Boxes, Warning Tracks, Infield Conditioners - Drying Agents, 2022 R11A.pdf
- 102 - On-Deck Circle, Fungo Circle, Coaches Box Pads, 2022 R2.pdf
- 103 - Infield Grooming Equipment, 2022 R6.pdf
- 104 - Batting Practice, 2022 R4.pdf
- 105 - Portable Pitching Mounds, 2022 R2.pdf
- 106C - Champro - Bases, Pitching Rubbers, Home Plates, 2022 R2.pdf
- 106D - Soft Touch Bases, 2022 R2.pdf
- 106E - Rogers Breakaway Bases, 2022 R3.pdf
- 107A - Field Marking Chalk and Dry Line Marking Equipment, 2022 R5.pdf
- 107C - Field Marking Layout Systems, 2022 R2.pdf
- 108 - Foul Poles, 2022 R5.pdf
- 109 - Rain Covers, 2022 R5.pdf
- 10 - Volleyball Surfaces, Equipment and Supplies, 2022 R3.pdf
- 111 - Watering Hoses and Equipment, 2022 R2.pdf
- 112A - Aluminum Benches, 2022 R2.pdf
- 112B - Aluminum Bleachers, 2022 R2.pdf
- 113A - Backstops, 2022 R3.pdf
- 113B - Backstop, Wall, Dugout, Post and Rail Padding, 2022 R3.pdf
- 114 - Fence Guards, 2022 R4.pdf
- 115 - Windscreen and Distance Banners, 2022 R5.pdf
- 116 - Ball and Barrier Netting, 2022 R4.pdf
- 117 - Fencing - Portable and Safety, 2022 R2.pdf
- 118 - Misc. Baseball - Softball Supplies, 2022 R2.pdf
- 119 - Turf Top-Dressings and Landscape Products, 2022 R5.pdf
- 11 - Gym Guard Floor Protection, Gym Mats and Indoor Wall Padding, 2022 R3.pdf
- 120 - Geotextiles, Turf Covers and Bench Tarps, 2022 R1.pdf
- 121 - Turf Protection, 2022 R1.pdf
- 14 - Pathway Mixes, 2022 R2.pdf
- 15 - Dog Park Surfacing, 2022 R4.pdf
- 17 - BMX Bike Track Mixes, 2022 R3.pdf
- 18 - Basketball Equipment, 2022 R1.pdf
- 19 - Pickleball Equipment, 2022 R1.pdf
- 21 - Dugouts - Portable Shelters, 2022 R2.pdf
- 2 - Bocce Surfacing and Equipment, 2022 R8.pdf
- 3 - Cricket Pitch Clay, 2022 R5.pdf
- 5 - Football, Soccer, Rugby, Field Hockey, Lacrosse, 2022 R2.pdf
- 6 - Horseshoes and Quoits, 2022 R4.pdf
- 7 - Playgrounds Surfaces, Equipment and Supplies, 2022 R3.pdf
- 8A - Tennis Court Surfaces, Equipment and Supplies, 2022 R3.pdf
- 9 - Track Surfaces, Equipment and Supplies, 2022 R3.pdf
- AEPA 023-G Exhibit A - Marketing Plan - Partac Peat Corporation.pdf
- AEPA 023-G PARTAC Warranty - Return Policy, 2022.pdf
- AEPA 023-G PART C 8.1.3 - WALK-IN - CUSTOMER PICKUPS - DIRECTIONS - HOURS - Partac Peat Corporation.pdf
- AEPA 023-G Part C - Member Agency (NJ) Forms - Partac Peat Corporation.pdf
- AEPA 023-G Part D - Questionnaire - Partac Peat Corporation.pdf
- AEPA 023-G Part E - Signature Forms - Partac Peat Corporation.pdf
- AEPA 023-G Part F.2 - Price Schedules - Partac Peat Corporation.xlsx
- AEPA 023-G Part F - Discount Pricing Workbook - Partac Peat Corporation.xlsx
- ESCNJ - Vendor Contact Form - Word Document.docx