



# SHAWNEE COUNTY REQUEST FOR PROPOSALS (RFP)

**Number:** 051-23      **Vendor Name:** \_\_\_\_\_  
**Date Issued:** 10-12-2023      **Address:** \_\_\_\_\_  
**Closing Date:** 10-27-2023, 2:00pm      **Phone Number:** \_\_\_\_\_

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## THIS IS NOT AN ORDER

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1. In communications, always refer to the above quotation number.
2. All prices and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
3. Shawnee County reserve the right to accept or reject any part of, or all of, any bid or proposal.
4. All prices quoted are to be less Federal Excise Tax and Kansas Sales Tax.
5. Price quoted shall remain firm for ninety (90) days after bid closing date.

### **\*SHAWNEE COUNTY HAS A NEW ELECTRONIC BID SYSTEM\***

All vendors are required to create an online portal account ([www.snco.us/purchasing](http://www.snco.us/purchasing)) in order to receive or submit bid requests.

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## **ITEM AND DESCRIPTION**

Shawnee County is soliciting sealed bids to replace artificial turf at the Parrish Family Field (Pony Field) at the Bettis Family Sports Complex, 3025 SE Croco Road, per the following minimum specifications. **The awarded bid will be funded by the American Rescue Plan Act – Coronavirus State and Local Fiscal Recovery Funds. The vendor must maintain an active status on SAM.gov. Please initial the Federal Addendum, where indicated below.**

### **SCOPE OF WORK**

The Shawnee County Parks and Recreation Department (SCP+R) is requesting bids on the replacement of all existing artificial turf at Parrish Family Field. This is a turn-key project including the reconditioning of the turf sub-base and replacement of turf on the athletic field. Contractor shall furnish all labor, materials, tools, equipment and supervision required to replace the artificial turf areas at Parrish Family field located at Bettis Family Sports Complex. The replacement turf shall be capable of accommodating accelerated use for baseball with turf color and line/logo markings determined by SCP+R.

### **Project Timeline:**

Access for construction work shall be between November 13, 2023 and February 1, 2024.

## **PRE-PROPSAL MEETING**

A non-mandatory pre-proposal meeting and site visit will be held:

**Monday, October 23, 2023 at 1:00 PM**

Lake Shawnee Event Center

3025 SE Croco Road

**The meeting is not mandatory;** however, it is highly recommended that interested bidders attend the meeting. The purpose of this meeting is to discuss the project with prospective proposers and to answer any questions concerning this RFP. Any questions and answers furnished in the pre-proposal meeting will not be official until verified in writing through an addendum.

### **Site Evaluation:**

Bidders are required to visit/evaluate the location to verify the area of turf replacement, specifications noted and requirements prior to submitting a proposal. Failure to adequately inspect the premises shall not relieve the vendor from furnishing requested goods and services without additional cost to the County. Submission of a quote shall be evidence that the vendor has made necessary examination, inspection and investigation and is able to meet or exceed the conditions and standards contained within this RFP.

### **Bid Requirements:**

For consideration, all bid responses must include:

1. Firm Profile – Briefly describe your firm indicating its size and years in business.
2. Staff Assignments – Identify key staff who will oversee and/or be assigned to the project.
3. Firm's Experience – Describe your firm's experience and proof of completion of a minimum of two (2) similar projects of equal or greater size.
4. References – Provide names, addresses, telephone numbers and email addresses of contact persons for at least three (3) similar recent projects.
5. Evidence of qualifications to do business in the State of Kansas or covenant to obtain such qualification prior to award of the contract.
6. Bid security, made payable to Shawnee County, in an amount of five (5) percent of Bidder's maximum bid price (including alternates), in the form of a certified or cashier's check or a Bid Bond issued by a Surety per Article 5 of the project manual.
7. The number of days within which or the date by which work is to be completed. (Refer to Project Timeline above.)
8. A list of all subcontractors and their corresponding previous project experience.
9. Review, acceptance and compliance with all specifications detailed in the bid documents.

### **Bid Evaluation:**

The quantities listed herein are based upon the department's previous experiences to provide an estimate as realistic as possible for the purpose of this bid and term of contract. Bids will be evaluated on the basis of turf aspects, timeliness durability and warranty of product. One Contractor shall be selected based on response of total package.

### **Scope of Work for Base Bid:**

1. Provide an experienced on-site project superintendent with a minimum of 5 stadium projects completed under employment of bidder on site each day during construction. The successful bidder must submit the name and proof of qualifications to the owner for owner approval. The bidder agrees that the owner can stop construction on any day that the project superintendent is not on site.
2. Conduct pre-construction meeting. Contractor and SCP+R shall develop a construction layout, materials storage and access plan as part of the design plans. Plans shall address temporary access routes, materials storage, laydown areas, limits of construction along with the protection, removal, replacement and restoration of any existing facilities.
3. Provide dumpsters, portable restrooms and construction fencing as needed.
4. Provide on-site supervision of all staging area, materials and equipment.
5. Remove and haul off existing synthetic turf and infill from the infield and out of play outfield areas. The in-play warning track with in the outfield will not be replaced.
6. Visual inspection and verification of perimeter concrete curb.
7. Visual inspection and verification of perimeter turf nailer.
8. Visual inspection and verification of sub-base.
9. Laser grade finish rock.
10. Provide and install approximately 40,000 SF synthetic turf system for the infield, mound and out of play outfield areas.
11. Install new base pegs at 80 feet and 90 feet, replace existing base pegs with owner supplied material.
12. Install removable pitching plates for 60 and 54 feet setting. Pitching mounts should be permanent installations with a four inch (4") mount cap(s). Nine foot (9') perimeter left around pitching mount.
13. Home plate should be flat with turf.
14. Mound construction detail and removable turf table and landing area with extra turf inserts cut to fit.
15. Install all baseball markings.
16. Final Clean up and Inspection.
17. Close out maintenance manual and training of owner personnel.
18. 8-Year Synthetic Turf Warranty to cover all components of the synthetic turf system (fiber, tufting, backing and installation).
19. 8-Year Third Party Insured Synthetic Turf Warranty
20. Liquidated damages will be assessed at the rate of \$1,000.00 per day for each and every calendar day beyond final completion date. Any events that are missed due to the project not being completed on time will incur a financial penalty of \$5,000.00 per event day.
21. Alternate 1: Repair Rock Base Under the Turf – Price per day for rock base repair due to soft spots and low spots.

## **Synthetic Turf Surfacing**

### **Part 1: General**

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections apply to this Section.

## 1.2 SUMMARY

- A. This Section includes the installation of a Synthetic Turf System for Parrish Family Baseball Field:
- B.
  - 1. Synthetic turf surfacing and backing.
  - 2. Resilient infill system.
  - 3. All field markings and lines required
  - 4. Field drainage base, sub-drain and drainage piping.
  - 5. All edgers/nailers and other related work to accommodate the new playing field system.

## 1.3 PERFORMANCE REQUIREMENTS

- A. The completed synthetic grass surfacing shall meet the following performance criteria:
  - 1. Rotational Resistance: Rotational grip or “fixation” shall be between 25 Nm and 50 Nm.
  - 2. Linear Resistance: Linear resistance of the surface shall be between 3.0 g and 6.0 g.
  - 3. Wear Testing: Lisport test results after a minimum of 20,000 cycles:
    - a. Synthetic grass system shall have no decisive change in appearance, no shortening of fibers or abrasion.
  - 4. Lead in each component of the system shall be the least amount but not exceed 50ppm (parts per million). Components include, but are not limited to fiber, infill, and backings.
  - 5. Grading: Completed field subgrade, drainage layer, perimeter curbing, and surface shall have a uniform cross pitch.
    - a. Field subgrade shall have a maximum variation of 0.5” over 10 feet from true grade.
    - b. Field drainage layer and field surface shall have a maximum variation of 0.25” over 10 feet from true grade.
    - c. Drainage layer installer shall employ a surveyor licensed by the State of Kansas to provide verification of the final elevations of aggregate base and curbs.
  - 6. Compaction and permeability of turf system sub-grade and aggregate base shall be verified by Contractor’s soils testing agency on a 25-foot grid. Submit copy of report to turf system installer for review and verification.

## 1.4 ACTION SUBMITTALS

- A. Bid Time Submittals: Submit the following at the time of bidding along with the required bid form:
  - 1. List of existing installations: Submit a list, including the respective Owner’s representative and telephone number, of three (3) installations for each type of system included in the bid which are closest to the project site.
- B. Product Data: For each type of product specified.
  - 1. For synthetic turf include characteristics of grass yarn, primary and secondary backings, yarn weight, total system weight, stitch gage and spacing, permeability, and shock attenuation.
- C. Shop Drawings: Shall include all pertinent information regarding installation including the following:

1. Recommended details of construction noting any deviation from contract documents. Include any miscellaneous details for posts, inserts, covers, edge termination, utility vaults, etc. required for a complete installation.
2. Submit drawings for:
  - a. Synthetic grass seaming plan.
  - b. Field layout and striping plan identifying all inlaid markings.
  - c. Coordinate field layout with track event locations.
  - d. Provide a scaled color drawing of the field striping plan indicating colors and sizes for the required sports.
- D. Samples: Submit for selection or verification of specified products:
  1. Two (2) 12-inch x 12-inch manufacturer's product samples showing backing with perforations, seam makeup, either sewn or glued, each field color, one linear foot of game striping colors, and colors for other field logos and markings.
  2. Two (2) 12-inch x 12-inch assembled turf samples with backing and infill.
- E. Installer Certification: Submit proof that the installer is authorized and/or approved by the manufacturer to install their products.
- F. Test Data
  1. Submit proof from an independent testing lab of an actual sample of the product taken from the material delivered to the site. Test for lead content of each component. The report shall identify the manufacturer, the specific product name, and the lead amount for each component including fiber, infill and backings. Lead content shall comply with specified requirements.
- G. Maintenance Data: Prior to Final Acceptance, submit to the Owner copies of the manufacturer's maintenance manuals which will include necessary instructions for the proper care and preventative maintenance timelines of the synthetic turf system.

## 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer must have at least three (3) years of experience in the design and manufacture of infield synthetic turf systems with a record of successful in-service performance.
  1. Synthetic turf surface, including yarn and carpet backing shall be supplied by a single manufacturer.
  2. The manufacturer must have ISO 9001, ISO 14001 and OHSAS 18001 certifications demonstrating its manufacturing efficiency with regards to quality, environment and safety management systems.
  3. Provide additional components including anchoring materials, seaming products, binders and adhesives from single sources.
- B. Installer Qualifications: An experienced installer who has specialized in installing work similar in material, design, and extent to that indicated for this Project and whose work has resulted in installations with a record of successful in-service performance. Installer shall have a minimum of ten (10) similar.
  1. Engage on-site representative and installation personnel who are certified in writing by manufacturer to system specified.
  2. Installer shall have installed a minimum of 20 NCAA Division 1 game and/or practice fields for baseball.
  3. Company shall specialize in performing the work of this RFP. Contractor shall provide competent workmen skilled in this specific type of synthetic grass installation.

## 1.6 DELIVERY, STORAGE, & HANDLING

- A. Deliver and store products in original unopened packaging with intact and legible manufacturer's labels.
- B. Deliver bulk materials in clean and covered trucks to eliminate contamination during transportation. On site stockpiling location to be coordinated with Owner. Stockpile only in areas free of debris and away from drainage routes. Cover with plastic or geo textile fabric if material is to be stockpiled more than 24 hours.

#### 1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply any part of the synthetic turf system over wet, frozen, or excessively damp substrates.
- B. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit synthetic turf system to be performed according to manufacturer's written instructions.
- C. Field Measurements: Verify dimensions of other construction assemblies by field measurement for compliance and installation requirements of all synthetic turf components.

#### 1.8 WARRANTIES

- A. Synthetic Turf Surfacing: Provide a warranty to the Owner for the complete synthetic turf system for a period of eight years from the Date of Substantial Completion against defects in materials and workmanship for the following:
  - 1. Synthetic Turf surfacing shall be covered for failure from seam rupture, backing delamination, synthetic yarn UV stability, excessive wear, and tear strength over the term of the warranty.
- B. Warranty will not cover damage caused by improper use, neglect, vandalism, floods, change in water table or other acts of God.
- C. Warranty period of 8 years shall also cover all subsurface drainage systems and associated grading, piping, connections and tie-ins against soft spots, low spots, or drainage problems (Priced as Alternate #1).

#### 1.9 SPECIAL WARRANTY

- A. Certificate of Warranty Insurance and Insurance Policy: Prepaid Warranty shall be insured by a policy of insurance issued by a reputable third party insurance company, with a A.M. Best financial strength rating of "Excellent" and the insurance policy shall have the following features:
  - 1. Insurance coverage shall specifically provide for reimbursement to the warranty holder in the event of a bankruptcy of the synthetic turf provider AND General Contractor.
  - 2. Insurance coverage shall apply to playing surface inclusive of infill, seaming, labor and colored inlays for event markings.
  - 3. Insurance coverage shall apply to the full 8-year warranty period with no uninsured periods or periods of self-insurance.
  - 4. Insurance coverage shall not have exclusions for epidemic or catastrophic failure.
  - 5. Insurance coverage shall not limit the hours of use.
  - 6. Insurance coverage shall not exclude heavily trafficked areas or related uses such as team or band practices.
  - 7. Insurance coverage shall not exclude any colored turf fibers.
  - 8. Insurance coverage shall offer a minimum claim limit of Five Million Dollars (\$5,000,000.00) in the aggregate per annum.

#### 1.10 SURPLUS MATERIALS

- A. Turf contractor shall supply the following additional materials upon completion:
1. Minimum of 800 square feet of turf for future repairs in each color.
    - a. Material may be roll ends or cut offs, however, each piece of fabric shall be at least 5 feet x 10 feet. One turf piece shall be at least 15 feet wide x 30 feet long.
    - b. When field has two main colors, provide minimum 500 square feet of both colors.
  2. 50 lineal feet of primary line color in 4" width in each color.
    - a. When field has multiple sport lines with different colors, provide 50 lineal feet of each sport line color.
  3. 1000 pounds of infill material in weather proof containers (rubber).
  4. 500 pounds of infill material in weather proof containers (sand)
  5. One gallon of an industrial strength cleaning solution and cleaning instructions recommended by the synthetic turf manufacturer. Include Material Safety Data Sheet (MSDS) with submittal.
  6. Seam glue if used for in house emergency repairs

## **Part 2: Products**

### **2.1 SPECIFICATIONS FOR SYNTHETIC GRASS SURFACING**

- A. The turf systems shall meet or exceed the following requirements:
1. Resin Type: C8 Resin
  2. Fiber Type: Row A: two ends per needle consisting of 5,000 denier polyethylene fibrillated fiber. Row B: two ends per needle consisting of 5,000 denier polyethylene fibrillated fiber and 5,000 denier polypropylene texturized fiber.
  3. Pile Height: 1.6" to 2"
  4. Face Weight: 50 oz.
  5. Total Fabric Weight: 79.4 oz.
  6. Primary Backing Weight: 7.4 oz.
  7. Secondary Coating Weight: 20 oz.
  8. Tuft Bind: >10 lbs.
  9. Grab Tear Strength Average: >200 lbs.
  10. Lead Content: <50 ppm
  11. Total Yarn Linear Density (Yarn 1): 5,000 denier polyethylene fibrillated fiber
  12. Total Yarn Linear Density (Yarn 2): 5,000 denier polypropylene texturized fiber
  13. Tensile Strength: 16 lbs.
  14. Stitch Rate: 11 per 3"
  15. Machine Gauge: 3/8"
  16. Flammability: PASSED
  17. Water Permeability with Infill: >30" per hour
  18. Fiber Thickness: 100 microns
  19. Fabric Width: 15 ft.
  20. Infill Type: 70/30 rubber to sand mixture
    - a. Rubber shall be non-compacting, 100% SBR rubber granules size 10-20 mesh, ambient or cryogenically ground, clean of dust or foreign materials
  21. Seaming Method: Sewn Seams
    - a. Line markings for baseball tufted to the greatest extent possible.
    - b. Secondary line markings, numbers and logos to be tufted, inlaid, or cut in as standard with manufacturer.

B. Installation Materials: Anchors, connectors, waterproof sealant tape and other material recommended by manufacturer for securing system components in place.

C. Acceptable and Preferred Manufacturers

1. Field Turf
2. Shaw Sports
3. AstroTurf

## 2.2 TURF ANCHOR NAILER

A. Nailer shall be preservative treated wood 2 X material.

B. Nailer shall be anchored with stainless steel concrete wedge anchors. Anchor shall be installed at each end and every 2 feet OC.

1. Anchors shall be a 1/4" x 4" drive anchor: Powers, Model 043-211-1, or approved equal.

## 2.3 FABRIC MEMBRANE

A. The prepared soil subsurface shall be isolated from the field and drainage system above it with a fabric membrane placed across the entire surface of the field.

B. Permeable Soil Barrier: Propex Geosynthetics "Geotex 451" polypropylene non-woven permeable geotextile fabric or other permeable barriers recommended by and acceptable to the turf system manufacturer for sub-base materials and conditions indicated. Meet the following physical requirements:

1. Tensile Strength: 120#.
2. Elongation: 50%.
3. Puncture Resistance: 65#, 230psi.
4. Trapezoidal Tear: 50#.
5. Water Flow Rate: 120gpm/ft<sup>2</sup>.

## 2.4 SUBSURFACE DRAINAGE PIPING

A. Collection Piping shall be a series of low profile high-density polyethylene piping. The core shall be constructed using interconnected corrugated pipes defining the flow channels and providing structural integrity. The pipes shall be wrapped with a non-woven geotextile which functions as a filter.

1. Product: Multi-Flow 12" x 1" perforated drainage pipes.
2. Flow Rate: 29 gallons per minute per square foot.
3. Fittings shall be of "snap together" design. In no case shall any product be joined without the use of the manufacturer's connector designed specifically for the purpose.

B. Transport Piping: Dual wall HDPE Drainage Pipe and Fittings: AASHTO M 294, Type S, corrugated, with smooth waterway, for coupled joints.

1. Couplings: AASHTO M 294, corrugated, band type, matching tubing and fittings.
2. Gaskets: ASTM D 1056, elastomeric seal.
3. Provide perforated pipe as shown on plans. Perforated pipe shall have AASHTO Class 1 perforations.

C. Slotted Trench Drain: Provide an ACO Sport 3000 System slotted trench drain system. Trench drain shall be manufactured by ACO Polymer Products, or an approved equal. Modular Trench drain system manufactured from corrosion resistant polyester polymer concrete including interconnecting modular components. Each unit will feature a full radius in the trench bottom and male-to-female interconnecting ends. Units shall have horizontal cast-in anchoring features on outside wall to ensure maximum mechanical bond to the surrounding bedding material. Each unit shall have 0.50" (12.7 mm) longitudinal inlet slot on the top surface. Drainage system shall include radius channels to match the profiles



indicated. Provide in-line catch basins, with covers, at locations where storm sewer piping connects to the drainage system.

## 2.5 PERMEABLE STONE BASE

- A. The permeable crushed stone base is made up of two (2) layers of crushed stone material, the base course and the finishing course. The in-filled synthetic turf is installed above the finishing course. Materials used for the permeable crushed stone base shall meet the following gradation:

SIEVE SIZE BASE COURSE % PASSING FINISH COURSE % PASSING

2" 100

1-1/2" 90 -100

1" 75-100

3/4" 65-95

1/2" 55-85 100

3/8" 40-75 85-100

1/4" 25-65 75-100

#4 15-60 60-90

#8 0-40 35-75

#16 0-20 10-55

#30 0-7 0-40

#50-#60 0-5 0-15

#100 0-3 0-8

#200 0-2 0-2

- B. Stability Test: The proposed aggregate materials shall be tested by an independent testing agency for the following:
1. Sulfate Soundness: Not to exceed 12% loss.
  2. LA Abrasion: Not to exceed 25.
- C. Bridging Test: The finish graded aggregate and the base graded aggregate shall meet the following bridging requirements as tested by an independent testing agency: D85 of Finish Course / D15 of Base Course > 23 < D50 of Finish Course / D50 of Finish Course < 6
- D. Drainage Fill in Transport Pipe Trenches: Use base course aggregate.

## PART 3 – EXECUTION

- A. Contractor shall examine the area where the work is to be performed and notify the owner, in writing, of all areas not acceptable to permit installation to begin.
1. Work shall not commence until all deficiencies have been corrected.
- B. Manufacturer's Recommendations:
1. Install athletic equipment and surfacing to comply with manufacturer's written recommendations and instructions. Coordinate athletic equipment and surfacing installation with adjacent construction.
- C. Athletic Surfacing Installation:
1. Installation shall be under the direct supervision of an on-site representative of the manufacturer and by installers approved by the manufacturer.
- D. Preparation:
1. Manufacturer's on-site representative and contractor shall inspect prepared sub- base and submit written verification that sub-base slope, compaction, and other requirements are acceptable for installation of athletic surfing system. If unsatisfactory conditions are encountered, do not proceed with surfacing installation until unsatisfactory conditions are corrected.
- E. Installation:

1. Install geo-textile membrane over entire surface of the prepared sub-grade.
2. Install field, connector and perimeter drains as indicated and connect to storm drainage system as indicated on Drawings.
3. Install concrete anchor curb.
4. The sub-grade below the permeable stone base of the synthetic turf shall slope 1% to drain from the center of the field to the perimeter, with a maximum variation of 1/4" in 10-feet. The minimum compacted thickness of the permeable stone base shall be 8" in the center of the field (6" base coarse + 2" finish coarse). The depth of the base coarse will increase with the slope of the subgrade towards the perimeter. The subgrade shall be compacted to not less than ninety-five (95%) of maximum density at no less than seventy-five (75%) of optimum moisture content.

The top of the permeable stone base shall slope 1/2% to drain from the center of the field to the perimeter, with a maximum variance of 1/4" in 10-feet.

Spread bottom layer of base coarse aggregate, 4-inches minimum, and compact. Where depth a base coarse aggregate exceeds 6-inches, install in multiple lifts of 6-inches maximum per lift. Install top layer of finish coarse aggregate, 2-inches minimum, and compact. Smooth steel-wheeled rollers shall be self-propelled and have a total weight not less than 8 tons. The compression (driving) roller shall exert a pressure of not less than 250 lb. per inch width of the roller. Pneumatic-tire rollers are not allowed.

5. Lay-out artificial turf to cover the full length and width of the field from side to side, and any other areas inside the track. Install carpet rolls directly over the aggregate base, taking care to avoid disturbing the aggregate base both in regard to compaction and planarity. Repair and properly re-compact any disturbed areas of the aggregate base, using specified motorized roller or other suitable mechanical compactor recommended by the manufacturer.
6. Use sewing or gluing procedures recommended by manufacturer to attach each roll to the next.
7. Install infill immediately following the completion of the turf installation. The blended infill material shall be spread evenly with a large specialized field spreader (minimum four feet (4') wide). Between applications, brush in-filled area with a motorized rotary nylon broom. Minimum infill depth shall be one-and-a-half inches (1 1/2-inch).

F. Field Quality Control:

1. Testing Agency: The Contractor will engage a qualified independent testing and inspecting agency to perform specified tests as listed in Part 1 - Quality Assurance.
2. Contractor to provide a written acceptance by the turf manufacturer that the turf and base system is installed in accordance with their recommendations prior to final completion.

G. Cleaning:

1. Clean and smooth synthetic sports turf per manufacturer's recommendations.

H. Final Acceptance:

1. Prior to final acceptance, the Contractor shall provide the Owner three (3) copies of Maintenance Manuals, which will include all necessary instructions for the proper care and preventative maintenance of the synthetic turf system.
2. The finished playing surface shall appear as mowed grass with no irregularities and shall afford excellent traction for conventional athletic shoes of all types. The finished surface shall resist abrasion and cutting from normal use.

END OF SECTION

## **Project Manager**

### **PART 1 – GENERAL**

This Section is a part of the entire set of Contract Documents and shall be coordinated with the provisions of the other parts. Parts listed below may not be inclusive of all work noted.

#### **Summary:**

1. Bidder shall include in their bid to provide an on-site Project Manager (PM) that is a direct employee of the bidder (not sub-contractor). Bidders agrees to have at least (1) PM on site each day during construction. The PM will be required to keep daily records and pictures of construction work.
2. PM must be on site each day during construction including all site work and artificial turf. Submit the name and qualification of PM with the bid. The PM shall be approved by the district prior to construction.
3. PM shall provide written weekly updates of the project. Updates shall include percent complete of each phase of work plus percent complete on the entire project. Updates shall also include any change orders and change in completion time, if any.

END OF SECTION

## **Pay Schedule**

1.0 – GENERAL: This Section is a part of the entire set of Contract Documents and shall be coordinated with the applicable provisions of the other parts.

2.0 – SCOPE: Each contractor should include all cost to meet the following Pay schedule. Progress payments every 30 days.

The owner will be hold 5% retainage until final payment is made

## **PLEASE SUBMIT ATTACHMENT 1 AS THE FIRST PAGE OF YOUR BID**

### **BID RESPONSE**

**Closing Date:** Bids will be received until 2:00 p.m. CDT on the scheduled closing date. The online bid portal will not accept any new bids after this time.

**Signature of Bids:** Each bid must show in the space provided the complete business or mailing address of the bidder and must be signed by him/her with his/her usual signature.

**Withdrawal of Bids:** Bids already submitted may be withdrawn upon proper identification of bidder and provided request is received prior to time of closing. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal after the time set for closing of bids.

**Register Your Company:** For a *mandatory* pre bid meeting, you *must* be registered in our bid portal for us to record you as an attendee. If you are not marked as attended, the system will not allow you to download

a bid. It will also stop you from downloading your bid if you are not registered. Also, you will need to subscribe to the bid types you can provide. This will automatically send you bid requests in the future.

**Please Submit Your Bids Early:** In case you have problems getting your bid to upload and need assistance, we suggest you submit before 1:30 pm. Please contact us at once if you have issues uploading. Our system will not allow any bids to be uploaded after 2:00 pm. If your pricing changes, you can replace your bid in the system any time before the 2:00 closing.

**Bid Openings:** All bids submitted before the specified bid closing time shall be opened and properly recorded on the bid tabulation sheet. Subsequent to the bid opening, all bids shall be thoroughly evaluated and a determination made as to their compliance with applicable specifications. The appropriate County department head shall make this determination. Upon completion of the above determination, an analysis of all bids submitted shall be prepared and formally presented to the Board of County Commissioners for acceptance and approval of the lowest and/or best bid. The Board of County Commissioners reserves the right to accept or reject any and/or all bids and to waive any irregularities or informalities therein.

**Notice to Successful Bidders:** The successful bidder will be notified by email or telephone as soon as possible after bids have been opened, tabulated, and analyzed.

**Notice to Unsuccessful Bidders:** Unsuccessful bidders will not be notified.

### **DEMANDSTAR POSTINGS**

**Demandstar Website:** Shawnee County open projects are posted on Demandstar as a secondary posting. Demandstar tracks broadcast and plan holder data. Bids must be submitted through the Shawnee County Bid Portal.

**Shawnee County Bid Portal:** When an open project is posted, Shawnee County is not able to track who downloads project information off the bid portal website. Bids must be submitted through the Shawnee County Bid Portal to be considered. All projects are posted on the County website, not all projects are posted on the Demandstar website. Registration is free.

### **TERMS AND CONDITIONS**

In the event that goods or services delivered by the vendor are unsatisfactory and remain unsatisfactory after a notice and an opportunity to correct the deficiencies, the County reserves the right to purchase substitute goods or services from the other bidders.

Shawnee County reserves the right to negotiate separately with any vendor after the opening of this RFP when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counteroffer on the part of the County.

Shawnee County interprets the term “lowest responsible and best bidder” as requiring Shawnee County to:

- A. Choose between the kinds of materials, goods, wares, or services subject to the proposal, and
- B. Determine which proposal is most suitable for its intended use or purpose. Shawnee County can consider among other factors such things as labor cost, service and parts availability and maintenance costs of items upon which proposals are received. Shawnee County can determine any differences or variations in the quality or character of the material, goods, wares or services performed or provided by the respective vendors.

Shawnee County will award the bid. If the successful vendor refuses or fails to make deliveries of the materials/services within the times specified in the RFP, purchase order or contractual agreement, Shawnee County may by written notice, terminate the contract OR purchase order. The successful vendor will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.

The vendor hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this RFP, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements and conditions of the RFP, and documents. The vendor further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope for the project as aforesaid.

Shawnee County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee the information will not be made public. As a governmental entity, Shawnee County is subject to making records available for disclosure pursuant to the Kansas Open Records Act. Any confidential or proprietary information should be clearly marked.

Shawnee County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A.79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.

The vendor certifies that this proposal is submitted without collusion fraud, or misrepresentation as to other vendors, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.

This RFP, responses thereto and any contract documents will be governed by the law of the State of Kansas. Any dispute arising out of the same will be litigated only within the courts of the State of Kansas.

Vendor agrees that all data, documents, and information, regardless of form that is generated as a result of this RFP are the property of Shawnee County. The County shall not be liable to reimburse any vendor for the costs of creating, compiling or delivering the same to the County.

By submission of a response, the proposer agrees that at the time of submittal, it: 1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of proposer's services, or 2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Board of Shawnee County Commissioners of the County of Shawnee, Kansas. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County may reject their proposal at its sole discretion.

No gifts or gratuities of any kind shall be offered to any County employee at any time.

The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing.

The County is exempt from the payment of Federal and excise taxes and from Kansas sales tax.

Vendor credit agreements are prohibited. Unless otherwise stated in this document, payment will be made from vendor-submitted invoice(s) via ACH transfer, check, or credit card, net 30 days. Shawnee County will not complete any credit application or agree to credit terms supplied by vendor.

**Nondiscrimination:** Shawnee County is committed to the concept of equal employment opportunity. All bidders and contractors are expected to comply with the provisions of K.S.A. 44-1030 and 44-1031, copies of which are attached and shall be a part of this contract and other applicable Federal and Kansas laws governing equal employment opportunity.

In accordance with K.S.A 44-1030, vendor hereby agrees to the following:

- A. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability.
- B. In all solicitations or advertisements for employees, he or she will include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the Kansas Commission on Human Rights.
- C. If he or she fails to comply with the manner in which he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Shawnee County, Kansas.
- D. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Shawnee County, Kansas; and,
- E. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor of vendor.

**Provisions of K.S.A. 44-1030 Statute:**

Mandatory provisions applicable to contracts of the state and other political subdivisions; cancellation, when; application to subcontract; non-application to certain contract. (a) Except as provided by subsection (c) of this session, every contract for or on behalf of the state or any county or municipality or other political subdivision of the state or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- 1. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
- 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission.

3. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1032, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, whole or in part, by the contracting agency.
4. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency.
5. The contractor shall include the provisions of paragraphs one (1) through four (4) inclusively of this subsection (a) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor. (b) The Kansas commission on civil rights shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas act against discrimination. (c) The provisions of this section shall not apply to a contract entered into by a contractor: (1) Who employs fewer than four (4) employees during the term of such contract; or (2) Whose contracts with the governmental entity letting such contract cumulatively total five thousand dollars (\$5,000) or less during the fiscal year of such governmental entity.

**Provisions of K.S.A. 44-1031 Statute:**

Same; personnel to be used in performing contracts; reports; non-application to certain contractors. Every person, as defined in subsection (a) of K.S.A. 44-1002, who wishes to enter into a contract which is covered by the provisions of K.S.A. 44-1030 shall upon request of the commission, inform the commission in writing of the manner in which such person shall recruit and screen personnel to be used in performing the contract. The report shall be made on forms to be supplied by the commission. The provisions of K.S.A. 44-1030 and of this section shall not apply to any contractor who has already complied with the provisions of such sections by reason of holding a contract with the federal government or a contract involving federal funds.

History: L.1972, ch.184, & 15; L. 1975, ch. 264, & 8; L. 1977, ch. 183, & 2; July 1.

**All questions regarding this bid should be posted on the online Electronic Bid System.**

**For problems with the online Electronic Bid System, please contact:**

Adrienne Johnson, Purchasing Specialist

e-mail: [Auditfinance@snco.us](mailto:Auditfinance@snco.us) phone: (785) 251 – 4039

**The undersigned agrees with all terms and conditions stated above:**

Signature	_____
Printed Name	_____
Title	_____
Email Address	_____
Phone Number	_____

## **FEDERAL REQUIREMENTS ADDENDUM**

This Contract may be supported by Federal funding. The Federal Government is not a party to any sub-agreement nor to any solicitations or request for proposals. This Contract is subject to regulations contained in 49 Code of Federal Regulations (CFR) Part 18 and the applicable grant agreement between the County and the Federal Government. The following provisions include, in part, certain standard terms and conditions required by the Federal Government, whether expressly set forth in the following Contract provisions. Anything to the contrary herein notwithstanding, all federally mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the Federal terms and conditions.

### **1.1 Changes in Federal laws, Regulations, Policies and Administrative Practices**

New federal laws, regulations, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing federal requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors comply with revised requirements as well.

### **1.2 Federal Changes**

The Contractor agrees to comply with all applicable regulations, policies, procedures and directives, including without limitation, those listed directly or by reference, as they may be amended or promulgated from time to time during the term of this Contract.

Contractor's failure to comply shall constitute a material breach of this Contract. Ref: 49 CFR Part 18

### **1.3 No Federal Government Obligations to Third Parties**

The Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who shall be subject to its provisions.

### **1.4 Equal Employment Opportunity**

In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor shall take affirmative action to ensure that the hiring of applicants and treatment of employees during employment is conducted without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.



Contractor further agrees to insert a similar provision in all Subcontracts, except Subcontracts for standard commercial supplies or raw materials.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

Ref: Executive Order 11246, as amended by Executive Order 11375; Title VII of the Civil Rights Act, as amended, 42 USC § 2000e; section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623; section 102 of the Americans with Disabilities Act, as amended, 42 USC §§ 12101 et seq.; 29 CFR Part 1630; 41 CFR § 60-1.4.

## **1.5 Title VI Compliance**

The Contractor shall comply with and shall ensure the compliance by all Subcontractors under this Contract with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act,” 49 CFR Part 21, (hereinafter “Regulations”) as they may be amended from time to time. The Federal Government and or the County has a right to seek judicial enforcement with regard to any matter arising under Title IV of the Civil Rights Act and implementing regulations. Ref: 49 CFR Part 21.19.

During the performance of this Contract, the Contractor, for itself, its assignees and successors-in-interest agrees as follows:

- A. Nondiscrimination—49 CFR Part 26. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the County deems appropriate.
- B. Prompt Payment. The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Contract no later than thirty (30) Days from the receipt of each payment the Contractor receives from the County. The Contractor agrees further to return retainage payments to each Subcontractor within thirty (30) Days after the Subcontractor’s Work is satisfactorily completed. Any delay or postponement of payment from the above referenced period may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE Subcontractors.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. Sanctions for Noncompliance. In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this Contract, the County shall impose such contract sanctions as it

or the Federal Government may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
2. Cancellation, termination, or suspension of the contract, in whole or in part.

- E. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs A through D in every Subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the Federal Government may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- F. Contractor's List. Contractor is requested to submit the name, address, DBE/Non- DBE status, annual gross receipts, and age of all Subcontractors and suppliers bidding or quoting on federally funded projects. **Compliance with the requirement to report the Contractor's List information is a matter of responsibility.** Contractor is requested to submit the Contractor's List prior to Contract Work.

## 1.6 Labor Provisions - Non-Construction Contracts

\*\*\* Not Applicable for American Rescue Plan Act – Coronavirus State and Local Fiscal Recovery Funded Projects \*\*\*

### A. Overtime Requirements

No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week. Ref: 29 CFR § 5.5(b)(1).

### B. Violation: Liability for Unpaid Wages: Liquidated Damages

In the event of any violation of the clause set forth in paragraph A of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of Work done under Contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph A of this section in the sum of ten dollars (\$10) for each Day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by paragraph A of this section. Ref: 29 CFR § 5.5(b)(2).

### C. Withholding for Unpaid Wages and Liquidated Damages

The Federal Government or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any

monies payable on account of Work performed by the Contractor or Subcontractor under any such Contract or any other federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as Provided in paragraph B of this section. Ref: 29 CFR § 5.5(b)(3).

D. Payrolls and Basic Records

The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the Work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying or transcription by authorized representatives of the Department of Transportation and the Department of Labor, and the Contractor or Subcontractor shall permit such representatives to interview employees during working hours on the job. Ref: 29 CFR § 5.5(c).

E. Subcontracts

The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through E of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs A through E of this section. Ref: 29 CFR § 5.5(b)(4).

## 1.7 Cargo Preference - Use of U.S. Flag Vessels

\*\*\* NOTE: Not Applicable for Services \*\*\*

In the event that ocean shipment or international air transportation is required for any equipment, material or commodities pursuant to this Contract, the Contractor shall:

- A. Utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage involved, computed separately for dry bulk carriers, dry cargo liners and tankers, whenever shipping any equipment, materials or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.
- B. Furnish within twenty (20) working days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph A of this section, to the County, through the prime Contractor in the case of Subcontractor bills-of-lading, and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, marked with appropriate identification of the project.
- C. Insert the substance of the provisions of this section in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## **1.8 Fly America**

**\*\*\* NOTE: Note only Applicable if Contract may involve flying goods or people outside the USA \*\*\***

The Contractor agrees to utilize United States flag air carriers to the extent such carriers Provide the air transportation needed, or accomplish the Contractor's mission. The Contractor agrees to utilize United States flag air carriers even though comparable or a different kind of service can be provided at less cost by a foreign air carrier, a foreign air carrier can be paid for in excess foreign currency, unless United States flag air carriers decline to accept excess or near excess foreign currencies for transportation payable only out of those monies. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service with a U.S. flag air carrier was not available or why it was necessary to use a foreign carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation. Ref: 49 USC § 40118; 41 CFR Part 301-310.

## **1.9 Audit and Inspection of Records**

In the case of all negotiated Contracts and Contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive proposal procedures, Contractor agrees that the County, the Comptroller General of the United States or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all Work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three (3) years after the County makes final payment and all other pending matters are closed. Ref: 49 USC § 5324; 18 CFR Part 18.36 (i); 49 CFR Part 633.17; and FEDERAL GOVERNMENT Master Agreement MA (10), 10-1-2003, Section 8 (c) and (d).

## **1.10 Buy America**

**\*\*\* NOTE: Not applicable for non-transit funded procurements \*\*\***

The Contractor agrees to comply with 49 USC § 5323(j), 49 CFR Part 661, which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FEDERAL GOVERNMENT-funded projects are produced in the United States, unless a waiver has been granted by FEDERAL GOVERNMENT or the product is subject to a general waiver.

General waivers are listed in 49 CFR 661.7 and include but are not limited to microcomputer equipment, Software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

Contracts in excess of \$100,000 require Attachment H, Buy America Certificate, to be completed and submitted to the County with the Contract, except those subject to a general waiver. A Contract that is not accompanied by a completed Buy America certification shall be rejected and subject to termination. This requirement does not apply to lower tier Subcontractors.

## **1.11 Buy America General Waiver**

**\*\*\* OPTIONAL BUY AMERICA TRANSIT ONLY\*\***

**\*\*\* NOTE: Not applicable if Contract is less than \$100,000 \*\*\***

The procurement is exempt from FEDERAL GOVERNMENT "Buy America" requirements in 49 USC § 5323(j), 49 CFR Part 661 because of a General Waiver.

In accordance with Appendix A to 49 CFR § 661.7 General Waivers (d), "Under the provisions of § 661.7(b) and (c) of this part, microcomputer equipment, including Software, of foreign origin can be procured by grantees."

## **1.12 Privacy**

**\*\*\* NOTE: Not applicable if Contract is only for Goods \*\*\***

Should the Contractor, or any of its Subcontractors, or their employees administer any system of records on behalf of the Federal Government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a government function, the recipient and any Contractors, third party Contractors, Subcontractors and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this Contract shall make this Contract subject to termination.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract that involve the design, development, operation, or maintenance of any system of records on individuals subject to the Act.

## **1.13 Access Requirements for Individuals with Disabilities**

The County and the Contractor are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

- A. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- B. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities receiving from Federal Financial Assistance," 49 CFR Part 27;
- C. U.S. Department of Transportation regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
- D. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- E. U.S. Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- F. U.S. General Services Administration regulations, "Construction and Alteration of Public Buildings," 41 CFR Subpart 101-19;
- G. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64,

Subpart F; and

- I. FEDERAL GOVERNMENT regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

#### **1.14 Interest of Members of or Delegates of Congress**

Pursuant to 41 USC § 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from.

#### **1.15 Certification Regarding Debarment, Suspension and Other Responsibility Matters**

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **1.16 Disclosure of Lobbying Activities**

\*\*\* This subsection and Attachments I and J do not apply if the Contract will be less than \$100,000 and applies only for operational service and turnkey Contracts \*\*\*

Contracts in excess of \$100,000 require Attachment I, Certificate of Lobbying Activities, and Attachment J, Disclosure Form to Report Lobbying and Instructions (if appropriate), to be completed and submitted to the County with the proposal, as required by 49 CFR Part 20, "New Restrictions on Lobbying."

The Contractor certifies that it shall 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 the Byrd Anti-Lobbying Amendment, 31 USC § 1352. The Contractor shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC § 1601 et seq., who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 USC § 1352. Such disclosures are to be forwarded to the County.

The Contractor shall include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly. Ref: 49 CFR Part 20, modified as necessary by 31 USC § 1352.

#### **1.17 False or Fraudulent Statements or Claims**



The Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County in connection with this project, the County reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 et seq., and/or 49 USC § 5307(n)(1), as may be appropriate. The terms of Department of Transportation regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, are applicable to this project.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

### **1.18 Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 et seq., and 49 CFR Part 18.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

### **1.19 Air Pollution**

The Contractor and suppliers may be required to submit evidence to the Project Manager that the governing air pollution criteria shall be met. This evidence and related documents shall be retained by the manager for on-site examination by Federal Government.

### **1.20 Environmental Requirements**

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

#### **A. Environmental Protection**

**\*\*\* Not Applicable for American Rescue Plan Act – Coronavirus State and Local Fiscal Recovery Funded Projects \*\*\***

The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, *et seq.*, consistent with Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 USC § 4321 note. FEDERAL GOVERNMENT statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 *et seq.* and 40 CFR Part 1500, *et seq.*; and joint FHWA/FEDERAL GOVERNMENT regulations, “Environmental Impact and Related Procedures,” 23 CFR Part 771 and 49 CFR Part 622.

#### **B. Air Quality**

**\*\*\* NOTE: Not applicable if Contract is less than \$100,000 \*\*\***

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to section 306 of the Clean Air Act, as amended, 42 USC §§ 7401, 7414, et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to Federal Government, the county and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to include this clause in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

Ref: 42 USC § 7606 note; 40 CFR Part 51, Subpart T; 40 CFR Part 85; 40 CFR Part 86; and 40 CFR Part 600.

C. Clean Water

**\*\*\* NOTE: Not applicable if Contract is less than \$100,000 \*\*\***

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251, 1368, et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to the county, the Federal Government and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300h et seq.

The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

Ref: 33 USC § 1251.

D. Use of Public Lands

**\*\*\* NOTE: Not applicable if Contract is less than \$100,000 \*\*\***

The Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the Project unless the Federal Government makes the specific findings required by 49 USC § 303.

E. Historic Preservation

**\*\*\* NOTE: Not applicable if Contract does not include land or buildings \*\*\***

The Contractor agrees to assist the Federal Government in complying with section 106 of the National Historic Preservation Act, as amended, 16 USC § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 USC § 470 note, and the Archaeological and Historic Preservation Act of 1974, as amended, 16 USC §§ 469a-1 et seq. involving historic and archaeological preservation as follows:

1. The Contractor agrees to consult with the State Historic Preservation Officer about investigations to identify properties and resources listed in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 CFR Part 800, and notifying Federal Government of those properties so affected.
2. The Contractor agrees to comply with all federal requirements to avoid or mitigate adverse effects on those historic properties.

F. Mitigation of Adverse Environmental Effects

The Contractor agrees that if the Project should cause adverse environmental effects, the Contractor shall take all reasonable steps to minimize those effects in accordance with 49 USC § 5324(b), and all



other applicable federal laws and regulations, specifically, the procedures of 23 CFR Part 771 and 49 CFR Part 622.

### **1.21 Preference for Recycled Products**

To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in the United States EPA Guidelines at 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962, and Executive Order 12873.

### **1.22 Patent Rights**

**\*\*\* USED ONLY FOR DEVELOPMENT OF A PRODUCT OR INFORMATION \*\*\***

If any invention, improvement, or discovery of the Contractor or any of its Subcontractors is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States or any foreign country, the Contractor agrees to notify the County immediately and Provide a detailed report. The rights and responsibilities of the Contractor and the County with respect to such invention, improvement or discovery shall be determined in accordance with applicable federal laws, regulations, policies, and any waiver thereof.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, academic institution, individual), the County and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor also agrees to include the requirements of this section in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance.

Ref: 49 CFR Part 19, Appendix A, Section 5 and FEDERAL GOVERNMENT Master Agreement MA (10), 10-1-2003, Section 18 (c).

### **1.23 Rights in Data and Copyrights**

**\*\*\* USED ONLY FOR DEVELOPMENT OF A PRODUCT OR INFORMATION \*\*\***

- A. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design- type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer Software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- B. The following restrictions apply to all subject data first produced in the performance of this

Contract:

1. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any Contract with an academic institution.
    - a. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for "Federal Government purposes."
    - b. Any subject data developed under this Contract, whether or not a copyright has been obtained; and
    - c. Any rights of copyright purchased by the Contractor using federal assistance in whole or in part provided by FEDERAL GOVERNMENT.
  2. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
- C. When FEDERAL GOVERNMENT awards Federal assistance for a Contract involving experimental, developmental, or research Work, it is FEDERAL GOVERNMENT's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the Contract to those parties that have participated therein. Therefore, unless FEDERAL GOVERNMENT determines otherwise, the Contractor understands and agrees to permit FEDERAL GOVERNMENT to make available to the public, either FEDERAL GOVERNMENT's license in the copyright to any subject data developed in the course of this Contract, or a copy of the subject data first produced under this Contract for which a copyright has not been obtained. In the event that this Contract is not completed for any reason whatsoever, all data developed under this Contract shall become subject data as defined in paragraph A of this section and shall be delivered as the County may direct. This paragraph C, however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FEDERAL GOVERNMENT for transportation capital projects (sections 3, 9, 16, 18 or 25 of the Federal Transit Act, as amended, or Title 23 capital funds).
- D. Unless prohibited by State law, the Contractor agrees to indemnify, save and hold harmless the County and the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Contract. The Contractor shall not be required to indemnify the County or the Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or the Federal Government.
- E. Nothing contained in this section on rights in data shall imply a license to the County or the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or the Federal Government under any patent. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal

Government that has been incorporated into Work required by the Contract is exempt from the requirements of paragraphs B, C, and D of this section, provided that the Contractor identifies that data in writing at the time of delivery of the Contract Work.

Ref: FEDERAL GOVERNMENT Master Agreement MA (10), 10-1-2003, Section 18 (f).

- F. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, academic institution, individual), the County and the Contractor agree to take the necessary actions to provide, through FEDERAL GOVERNMENT, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

Ref: 37 CFR Part 401.

- G. The Contractor also agrees to include the requirements of this section in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance provided by FEDERAL GOVERNMENT.

#### **1.24 Termination Provisions Required**

All Contracts and subcontracts in excess of \$10,000 shall contain contractual provisions or conditions that allow for termination for cause and convenience by the County including the manner by which it shall be effected and the basis for settlement. Ref: FEDERAL GOVERNMENT Circular 4220.1E § 15.b.

#### **1.25 Breach Provisions Required**

\*\*\* NOTE: Not applicable if Contract is less than \$100,000 \*\*\*

All Contracts in excess of \$100,000 shall contain contractual provisions or conditions that shall allow for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor agrees to include this provisional requirement in all subcontracts in excess of \$100,000 awarded under this Contract.

Ref: FEDERAL GOVERNMENT Circular 4220.1E, § 15.a.

#### **Acknowledgement of Addendum**

Initial \_\_\_\_\_

## ATTACHEMENT 1

**Number:** 051-23  
**Date Issued:** 10-12-2023  
**Closing Date:** 10-27-2023, 2:00pm

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**Vendor Name:** \_\_\_\_\_

### SCHEDULE OF PRICES

<u>Item Being Bid</u>	<u>TOTAL BID PRICE</u>
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Total Bid Price for replacing turf (all inclusive)	\$ _____
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Alternate 1:

Repair Rock Base Under the Turf – Price per day for rock base repair due to soft spots and low spots.

\$ \_\_\_\_\_

\_\_\_\_\_  
COMPANY or FIRM NAME

BY: \_\_\_\_\_