**PROJECT MANUAL**

# ON-CALL WASTEWATER, STORMWATER, AND FLOOD MANAGEMENT FACILITY MAINTENANCE

**PROJECT I.D. RFP R43262**

**ENVIRONMENTAL SERVICES DIVISION, PUBLIC WORKS DEPARTMENT**

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS

CONTRACT DOCUMENTS

FOR

# ON-CALL WASTEWATER, STORMWATER, AND FLOOD MANAGEMENT FACILITY MAINTENANCE

**PROJECT ID: RFP** R43262

ENVIRONMENTAL SERVICES DIVISION
of

PUBLIC WORKS DEPARTMENT




Prepared by: _____ 07/29/26
Professional Engineer — Date

Approved: _____ 7/31/26
Director of Environmental Services — Date

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**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY / KANSAS CITY, KANSAS**

**PROCUREMENT AND CONTRACT COMPLIANCE**

# PUBLIC NOTICE

## RFP or BID Number: R-43262

Sealed proposals will be received by the Unified Government Clerk, Municipal Office Building, 701 North 7th Street, Suite 323, Kansas City, Kansas, 66101-3064, **until 2:00 p.m.** on **October 28th, 2026** for furnishing the following:

# On-Call Wastewater, Stormwater, and Flood Management Facility Maintenance

**1.0** Minimum specifications and requirements can be obtained free from the Office of Procurement and Contract Compliance, Room 649, or by calling (913) 573-5440, also available at the Unified Government's e-procurement site, which can be accessed at; https://purchasing.wycokck.org/eProcurement. All requests for specifications should be made as soon as possible.

Additionally, printed copies of the RFP may be obtained or electronic copies downloaded from Drexel Technologies at http://www.drexeltech.com/. See the Drexel Technologies' website for pricing. All purchases are non-refundable.

**2.0** Reasonable accommodations will be made to qualified individuals with a disability on an as needed basis, provided adequate notice is given by prospective vendors.

**3.0** Three separate **MANDATORY** pre-Proposal Conferences will be held for this project on September 24th, 2026 on the second floor of the Kaw Point WWTP Administration Building located at 50 Market Street. Refer to Article IV Section 4.03 in each of the three category sections of the Request for Proposal for times and details.

Sharon Reed, Purchasing Manager
701 N. 7th St., Kansas City, KS 66101

# INFORMATION AND INSTRUCTIONS TO OFFERORS

**RFP Format**

This RFP is divided into three categories:

1. Inspection, Preventative Maintenance and Corrective Maintenance
2. Facility Repairs
3. SCADA System Maintenance and Integration

Each category is formatted as a separate RFP. To assist in locating documents in each category, a category identifier and running page total is provided in the lower left and right corner of each page, respectively. Offerors may propose on one, two or three categories.

Each Offeror responding to this request should be prepared and equipped to provide full service to the Unified Government in an expeditious and timely manner and on relatively short notice so as to enable the Unified Government to meet critical time deadlines and schedules

# CATEGORY 1

# REQUEST FOR PROPOSAL

# INSPECTION, PREVENTIVE MAINTENANCE, AND CORRECTIVE MAINTENANCE

# Department of Procurement and Contract Compliance

## REQUEST FOR PROPOSAL
## Inspection, Preventive Maintenance, & Corrective Maintenance

**RFP R43262**
**For**
**“On-Call Wastewater, Stormwater, and Flood Management Facility Maintenance”**

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# Article I. General Information

## *Section 1.01 Method of Source Selection*

Section 29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas (Unified Government) Procurement Code allows for the use of Competitive Sealed Proposals when it is determined in writing that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government.

Utilization of Competitive Sealed Proposals for this project has been approved by the Public Works Director. Award will be made to the responsible Offeror whose Proposal is determined to be the most advantageous to the Unified Government taking into consideration price and the evaluation factors described in Article VII of this Request for Proposal (RFP).

## *Section 1.02 Purpose*

The Unified Government Department of Public Works is accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of providing inspections, preventive maintenance, and corrective maintenance identified in the Contract Documents titled, “On-Call Wastewater, Stormwater, and Flood Management Facility Maintenance.”

The Unified Government is seeking to enter into a term and supply contract with one or more contractor(s) to provide inspection services, preventive maintenance, and corrective maintenance for equipment in Environmental Services wastewater, stormwater, and flood management Facilities.

The scope of work for this contract will be to provide inspections, preventive maintenance, and corrective maintenance for equipment in the facilities and fully restore the work site to equal or better condition. The work will be in response to equipment failures requiring an immediate response to minimize property loss or environmental damage; this work is generally expected to be of short duration. The contractor shall furnish all labor, tools, equipment, supplies, materials, and appurtenances necessary to perform routine and emergency work authorized under this contract.

Offerors providing such services must meet the requirements of this RFP.

This contract may be awarded to more than one contractor to ensure resources are available when they are needed, thereby providing prompt service to the community. Projects to be assigned to the Contractor will be identified by the Unified Government. **No minimum contract amount is guaranteed; however, the annual maximum dollar value is estimated to be $2,000,000 total for all contracts resulting from award of this RFP.**

## *Section 1.03 Project Procedures*

Projects will generally be initiated as follows. For unplanned or emergency work, these steps will be streamlined to expedite the work.

- Planned Projects. The Unified Government will identify projects that meet the stated purpose of this contract and develop a scope of work. One of the Unified Government's contract consulting Engineers/Architects may be utilized to assist with the scope of work.
- Unplanned Projects. The Unified Government, at its sole discretion, will select a contractor from those selected from this RFP and approach them with the project. Contractors are required to respond with a company representative to the repair site within four (4) hours upon notification by Unified Government staff. Contractor will be given time to assess the scope of work and the appropriate equipment and personnel to complete the work. Contractor is then required to begin mobilization on a timeline as directed by the Unified Government after completing the initial site visit. Mobilization times will vary depending on the specific urgency of the project, but typically 24 to 48 hours after the initial site visit.
- Contractor Proposal. The Unified Government, at its sole discretion, will select a contractor from those selected from this RFP and approach them with the project. The contractor will review the details of the project and submit an itemized cost estimate for review by the Unified Government and the Unified Government's contract consulting Engineer/Architect, if applicable. The Unified Government, Engineer/Architect, and Contractor shall discuss the proposal and make any necessary modifications until the proposal is acceptable to all parties.
- Authorization of Work. The Unified Government will issue a written project Authorization to the Contractor (signed by both parties), which confirms acceptance of the Contractor's proposal and establishes the scope of work and special contract terms and conditions by adopting the plans and specifications into the Agreement (i.e., term and supply contract). The project Authorization will be issued with an official notice to proceed date.
- Purchase Order. The Unified Government will issue a Purchase Order to the Contractor. The Purchase Order amount is considered a maximum not-to-exceed cost that cannot be exceeded without a change order that has been approved by the Unified Government. If, during a project, it becomes apparent that the maximum not-to-exceed cost needs to be increased due to a change in scope; Contractor will immediately inform the Unified Government and submit a detailed cost estimate for the change in scope and expected increase.
- The Unified Government is not obligated to use this term and supply contract for any work. The contract will be used at the sole discretion of the Unified Government.
- If more than one contractor is awarded this term and supply contract, the Unified Government has sole discretion in selecting which contractor is awarded each project. For some projects, the Unified Government may interview contractors prior to selecting one to submit a cost proposal.
- Although it is not the intent of this term and supply contract that bids be solicited for a project, this does not preclude the Unified Government from obtaining a cost estimate from more than one term and supply contractor.
- Contractors are not guaranteed the award of any project under this term and supply contract. There is no minimum number of projects or dollar amount of projects to be awarded.

## *Section 1.04 Existing Environment*

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas, and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects.

## *Section 1.05 Required Review*

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the Procurement Officer at least ten days before the Proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Offeror's Proposals upon which award cannot be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Procurement Officer, in writing, at least ten days before the time set for opening.

## *Section 1.06 Protests and Appeals*

Any protest or appeal of the award of the Agreement must be in writing and received by the Purchasing Director within seven days of the County Administrator’s decision. The written communication must list the specific areas of protest and suggested remedy. The decision of the Purchasing Director on any protest or appeal shall be final.

## *Section 1.07 Inquiries - Clarifications*

Any information obtained from an officer, agent or employee of the Unified Government or any other person shall not modify or change the Contract Documents and shall not affect the risk or obligation assumed by the Offeror or relieve him from fulfilling any of the conditions of the Contract Documents. Should an Offeror be in doubt as to the meaning of any provisions of the Contract Documents, he may submit to the Unified Government a written request for an interpretation. Any written request for interpretation shall be submitted to the Unified Government no later than seven days from the date set for receipt of proposals. Any interpretation of the Contract Documents shall be made by amendment.

Any questions regarding the Contract Documents shall be directed in writing to the attention of the Procurement Officer via email, to the Office of Procurement and Contract Compliance ATTN: Teresa Houchins (thouchins@wycokck.org), Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be confirmed in writing by the interested party.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the Contract Documents. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the Contract Documents. The Procurement Officer will determine the appropriate method to be used.

## *Section 1.08 Amendments*

The Unified Government may issue amendments to the Contract Documents prior to the time for receipt of Proposals. The Offeror shall acknowledge receipt of all amendments by executing and submitting them with the Proposal on the Bid Proposal form. Amendments will only be issued to potential Offerors known to have the RFP. All postponements of the opening date of Proposals shall be effectuated by amendment.

## *Section 1.09 Alternate Proposals*

Deviations from the requirements and specifications are permitted but must be noted separately explaining the nature of the deviation. When listing deviations, refer to the specific provision(s) to which the deviation pertains. Unless a deviation is expressly stated, the Proposal shall be evaluated as if it meets ALL specifications, and the Offeror submitting the Proposal shall be required to perform all services as required by the Contract Documents.

## *Section 1.10 Implied Requirements*

By submission of the Proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the Contract Documents, unless the Proposal specifically states otherwise. Any products and services that are not specifically addressed in the Contract Documents, but which are necessary to provide functional capabilities proposed by the Offeror must be included in the Proposal.

## *Section 1.11 Project Timetable and Contract Term*

The project timetable set out herein represents the Unified Government's best estimate of the schedule that will be followed for this contract. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

- Issue RFP: September 10, 2026
- Pre-Proposal Conference: September 24, 2026 at 9:30 am CDT
- Last day for Questions: October 16, 2026 at 11:00 am CDT
- Proposals Due: October 28, 2026 at 2:00 pm CDT
- Notice to Proceed: To be determined upon award

The contract resulting from this RFP will be effective for the approximate twelve-month period from the date of the Notice to Proceed. The Unified Government reserves the sole right to renew the contract for four additional twelve-month periods.

## *Section 1.12 Location of Work*

The location(s) the Work is to be performed is at various locations throughout Wyandotte County within the Environmental Services Division facilities as listed in the Contract Documents.

Offerors shall visit the site of work and existing facilities and shall fully inform themselves of existing conditions and limitations. Non-mandatory site visits will be scheduled for each site location listed in the Inspection, Preventive Maintenance, and Corrective Maintenance Scope of Work section. Contractors submitting for either contract are welcome to participate in site visits to verify locations and equipment types and sizes. The schedule will be released at the mandatory pre-proposal meeting. Responsibility for differing site conditions shall be determined in accordance with Section 16 of the General Conditions. The offeror shall be familiar with all federal, state, and local laws and regulations that may affect cost, progress, or performance of the work. Offeror shall prepare Proposal from complete Contract Documents.

## *Section 1.13 Proposals and Presentation Costs*

The Unified Government will not be liable in any way for any costs incurred by the Offeror in the preparation of their Proposal in response to the RFP nor for the presentation of their Proposal and/or participation in any discussions, interviews, or negotiations.

## *Section 1.14 Disclosure of Proposal Contents*

All Proposals and other material submitted become the property of the Unified Government and may be returned only at the Unified Government's option. Kansas Open Records Act requires public records to be open to reasonable inspection. All Proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, Proposals will become public information.

Trade secrets and other proprietary data contained in Proposals may be held confidential if the Offeror requests, in writing, that the Procurement Officer does so, and if the Procurement Officer agrees, in writing, to do so. Material considered confidential by the Offeror must be clearly identified and the Offeror must include a brief statement that sets out the reasons for confidentiality.

## *Section 1.15 Cooperative Procurement*

If the Offeror has indicated agreement to participate in the Cooperative Procurement Program in the Proposal Questionnaire, the Offeror shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other entities. The Offeror shall further understand and agree that participation by other entities is discretionary on the part of that entity and the Unified Government bears no financial responsibility for any payments due the Offeror by such entities.

## *Section 1.16 Independent Contractor Relation*

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be, and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons

supplied by the Offeror in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Offeror shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

## *Section 1.17 Determination of Responsibility and Responsiveness*

Per Section 29-198 (Duty Concerning Responsibility), before awarding a contract, the Procurement Officer must be satisfied that the Offeror is responsible. All Offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such Offeror. The determination of responsibility shall be governed by Section 29-198 of the Unified Government’s Procurement Code and Regulations. The contract file shall contain the basis on which the award is made.

Offeror's not complying with all the requirements contained in the Legal Notice of Request for Proposal and the Contract Documents may be judged non-responsive by the Procurement Officer. Offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such Offeror. The Unified Government may waive informalities in its determination of responsiveness and responsibility.

## *Section 1.18 Evaluation*

The Proposal Evaluation Committee shall evaluate all Proposals submitted and shall classify them as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Offerors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information is found in Article VII of this RFP.

## *Section 1.19 Equal Treatment*

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. Auction techniques (revealing one Offeror's price to another) and disclosure of any information derived from competing Proposals are prohibited.

## *Section 1.20 Award*

The contract shall be awarded in whole or in part to the responsible Offeror whose Proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful Offeror based upon the evaluation of the Proposal Evaluation Committee’s recommendation. The decision of the County Administrator will be final unless an appeal is filed as described in Section 1.06 of the RFP.

The contract, if awarded, will be on the basis of materials and equipment specified or described in the Contract Documents without consideration of possible substitute or "or-equal" items. Application for review of substitute or "or-equal" materials or equipment will not be considered by Engineer/Architect and Owner until after the Effective Date of the Agreement. The procedure for submission of any application for review of substitute or "or-equal" items by Offeror and consideration by Engineer/Architect and Owner is set forth in Section 8 of the General Conditions.

## *Section 1.21 Notification of Award*

Written notice of award shall be sent to the successful Offeror via email with read receipt for acknowledgement. The successful Offeror shall, within ten days from the date of receipt of the notice of award, perform the following:

- For contracts in excess of $50,000, submit a labor and material payment bond to the State of Kansas in the amount of 100% of the price specified in the Contract Documents.
- For contracts in excess of $50,000, submit a performance bond in the amount of 100% of the Contract Price.
- If the Offeror is not a corporation or a resident of the State of Kansas, submit an executed copy of the Appointment of Process Agent Form which has been filed in the office of the Clerk of the Wyandotte County District Court, with a copy to the Clerk of the Unified Government and the Buyer.
- If the Offeror is a foreign corporation, has applied to and been authorized by the Kansas Secretary of State to do business in Kansas in accordance with K.S.A. 17-7301 et seq., has a resident agent in the State of Kansas, execute and submit the Foreign Corporation Resident Agent Designation form to the Clerk of the Unified Government with a copy to the Buyer.
- Submit the Affidavit of Intended Utilization form provided in this Project Manual.
- Submit a certificate of insurance evidencing insurance as required by Section 27 of the General Conditions.
- Execute the Agreement.
- Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County / Kansas City, Kansas License Division at (913) 573-8780 for information regarding Licensing and Occupational Taxes.
- All bonds required by this Project Manual shall contain all terms and conditions contained in the provided bond forms and shall be executed by a surety company authorized to do business in the State of Kansas and countersigned by an agent licensed by the Unified Government. The attorney in fact who signs bonds must file with each bond a certified and effective dated copy of their power of attorney.
- The Unified Government of Wyandotte County / Kansas City, KS; Johnson County, KS; City of Kansas City, MO; and Jackson County, MO (collectively the “Local

Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Offeror agrees that the Offeror shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Offeror's compliance with the Tax Laws of the Local Governments shall be a condition of award. All Offerors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of $50,000.00 or more must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the "Local Governments" and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. For information, instructions, and forms regarding compliance requirements, contact the Contract Compliance Division located on the 3rd Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 318 or call (913) 573-5443.

## *Section 1.22 Right to Reject Proposals*

The Unified Government reserves the right without contest to accept or reject any Proposals or alternate Proposals. Offerors must comply with all the terms of the Contract Documents, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and regulations. The Procurement Officer may reject any Proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the Contract Documents.

Offerors may not restrict the rights of the Unified Government or qualify their Proposal. If an Offeror does so, the Procurement Officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The Unified Government reserves the right to waive minor irregularities in a Proposal and to correct obvious mathematical errors on Bid Proposal form. Minor irregularities may be waived by the Procurement Officer if determined that they:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP or Contract Documents;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the Work; or,
- do not constitute a substantial reservation against a requirement or provision.

If no Offerors meet all the mandatory requirements of the RFP, or if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award and to submit a revised RFP to Offerors at a later date or may choose to negotiate with those submitting Proposals.

## *Section 1.23 Mistakes in Proposals Discovered Prior to Award*

At any time prior to the specified date and time for submission, an Offeror may withdraw or modify a Proposal. Any Proposal modification must be in writing, executed by an authorized person, and submitted to the Unified Government Clerk, 701 North 7th Street, 3rd Floor Suite 323, Kansas City, Kansas 66101 prior to the Proposal submission time and date. The Unified Government will deal with mistakes in Proposals in the same manner as described for correction or withdrawal of bids provided in Chapter 29, Section 29-153 of the Unified Government Procurement Code.

## *Section 1.24 Mistakes in Proposals Discovered After Award*

The Unified Government will deal with mistakes in Proposals as for bids according to Section 29-153 of the Unified Government Procurement Code.

## *Section 1.25 Notice to Proceed*

The Unified Government, within thirty (30) days of Offerors' compliance with all the conditions contained in Section 1.20, shall sign and return to the Offeror a photocopy of the executed Agreement. Should the Unified Government not execute the Agreement within thirty (30) days period, the Offeror may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of notice by the Unified Government.

The Notice to Proceed will be issued within thirty (30) days of the execution of the Agreement by the Unified Government. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Unified Government and the Offeror. If the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the Offeror may, by Written Notice, terminate the Agreement without further liability on the part of either party.

## *Section 1.26 Ownership of Reports, Drawings, Specifications, etc.*

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, findings, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall be the property of the Unified Government.

# Article II. Standard Contract Information

## *Section 2.01 Contract Type*

This contract is a Unit Price contract. The Bid Proposal consists of a unit price tabulation for one or more geographical sites and single grand total per equipment type. Comparison of Bid Proposals will be based on the grand total.

Subcontractors are **not** permitted under this contract. All work must be completed by the prime contractor.

This contract will be awarded to one (1) Offeror for each equipment type. An Offeror may be selected for one or more equipment types.

## *Section 2.02 Contract Approval*

This RFP does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator, the Administrator's designate, or the Procurement Officer. Upon written notice to the Offeror, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the Offeror, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

## *Section 2.03 Proposal as a Part of the Contract*

This RFP and the successful Proposal will be incorporated into the contract.

## *Section 2.04 Additional Terms and Conditions*

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the Proposal evaluations.

## *Section 2.05 Insurance Requirements*

The successful Offeror must secure the insurance coverage required by the Unified Government as detailed in Section 27 of the General Conditions for each project Authorization. The coverage must be satisfactory to the Division of Risk Management. An Offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

## *Section 2.06 Bonds*

The successful Offeror shall obtain the required bonds for each project Authorization.

**Labor and Material Payment Bond**
If the contract is in excess of $50,000, the successful Offeror shall submit a labor and material payment bond to the State of Kansas in the amount of 100% of the price specified in the Contract Documents for the protection of all persons supplying labor, materials, equipment and supplies to the contractor or its subcontractor. Said bond shall comply with the requirements of K.S.A. 60-1111, as amended, and shall be filed with the Clerk of the District Court of Wyandotte County, Kansas.

**Performance Bond**
Where the contract is in excess of $50,000, the successful Offeror shall furnish the Unified Government with a Performance Bond in the amount of 100% of the Contract Price. The Performance Bond shall be conditioned upon the performance by the Offeror of all undertakings, covenants, terms, conditions, and agreement of the Contract Documents.

**Maintenance Bond**
The successful Offeror shall furnish the supplied Maintenance Bond in an amount equal to 25% of the total Contract Price holding good for a period of three (3) years after the final acceptance of the Work. The maintenance bond shall protect the Unified Government against all damages, losses and expenses which may occur to the Unified Government, by reasons of defective materials used, or by reason of defective workmanship done, for, and the maintenance, repair, or construction of, said work; and shall repair for said period of three (3) years, all work conducted at Unified Government facilities. If any items covered by the maintenance bond are not repaired or replaced by the Offeror within a reasonable time, as determined by the Unified Government or if a hazard occurs as the result of disrepairs, the Unified Government shall have the right to correct, or have corrected such disrepair, at the expense of the Offeror or Bonding Company.

Such bond shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent. Such bond shall be furnished by the Contractor immediately following the completion of the project and acceptance thereof by the Unified Government.

## *Section 2.07 Contract Pricing*

The prices provided by the successful Offeror(s) in the Bid Proposal shall remain firm during the initial contract period. Prices for contract renewal periods shall be negotiated and mutually agreed upon by the successful Offeror(s) and the Unified Government. Updated pricing due to changes in the cost of labor and/or materials shall include documented justification for price increases and be submitted at least eight weeks prior to the contract period expiration date.

Any contract entered into will be of the “open end” type. The successful Offeror(s) will deliver such quantities as may be ordered, and the contract shall be binding only for the actual quantities ordered during the contract period. Orders will be issued throughout the contract period as needs are determined.

## *Section 2.08 Payment Procedures*

The Unified Government will make payments in accordance with Section 25 of the General Conditions.

## *Section 2.09 Proposed Payment Option*

A Virtual Payment Option is available. Contact Debbie Tipton, Accounts Payable, 913-573-5256, for additional information.

## *Section 2.10 Contract Personnel*

Any change of the project team members named in the Proposal must be approved, in advance and in writing, by the Contracting Officer. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

## *Section 2.11 Liquidated Damages*

The Unified Government will assess liquidated damages in accordance with the Agreement and Section 24 of the General Conditions.

## *Section 2.12 Contract Changes*

Changes in the Work will be addressed in accordance with Section 13 of the General Conditions.

# Article III. Required Contractual Terms and Conditions

In addition to the terms and conditions in the Contract Documents, including the General Conditions, the following terms and conditions must be agreed to by the successful Offeror and are hereby made a part of the contract entered into between the Unified Government and the successful Offeror, unless specifically modified in writing:

- Kansas Legal Requirements.

    a. If the Successful Offeror is a Contractor (as defined in K.S.A. 79-1008) who is a nonresident of Kansas, Contractor shall comply with one of the following:

        i. Authorization: If Contractor is a foreign corporation duly authorized to do business in this state (K.S.A. 17-7301 et. seq.), a copy of the Authorization issued by the Kansas Secretary of State valid for the year in which the construction is commenced, shall be filed with Unified Government prior to commencement of construction.
        ii. Registration of Contract: If the total Contract Price or compensation exceeds $10,000, nonresident Contractors not duly authorized to do business in this state in accordance with K.S.A. 17-7301 et. seq. shall register with the Director of Revenue of the state of Kansas in accordance with the provisions of K.S.A. 79-1009. Proof of such registration and proof of filing of the bond required by K.S.A. 79-1010 shall be filed with Unified Government prior to commencement of construction.

    b. In addition, all Offerors whose domicile is located outside the state of Kansas shall furnish the Unified Government with a copy of their state's preferential bidding statutes and the applicable percentage received by in-state bidders from the state in which the contract is located.

    c. To the extent permitted by federal law and regulations, whenever the state of Kansas or any agency, department, bureau or division thereof or any municipality of the state, including, but not limited to, county, school district, improvement district, or other public body lets Bids for Contracts for the erection, construction, alteration, or repair of any public building or structure or any addition thereto or for any public work or improvement, the Bidder domiciled outside the state of Kansas, to be successful, shall submit a Bid the same percent less than the lowest Bid submitted by a responsible Kansas Bidder as would be required of such Kansas domiciled Bidder to succeed over the Bidding contractor domiciled outside Kansas on a like contract let in such Bidder's domiciliary state and in accordance with K.S.A. 75-3740a.

    d. Contractors who are not residents of the state in which the Work is to be performed are required to appoint an agent for service of process who is a resident of that state. It is unlawful for any payment to be made until the appointment of a local agent has been filed with the Clerk of the District Court (K.S.A. 16-113).

- Federally Funded Project Requirements.

    a. The requirements of 2 CFR Part 200 apply to all projects partially or fully funded by federal dollars including grants, loans, or appropriations.

        i. Suspension and debarment at 2 CFR 200.214
        ii. Prohibition on certain telecommunications and video surveillance services or equipment at 2 CFR 200.216
        iii. Financial management, internal controls, and Federal payment requirements at 2 CFR 200.302, 200.303, and 200.305
        iv. Program Income requirements at 2 CFR 200.307
        v. Revision of budget and program plans at 2 CFR 200.308
        vi. Disposition of property acquired with CPF funds at 2 CFR §200.311
        vii. Procurement requirements at 2 CFR §200.317-327
        viii. Record retention and access requirements at 2 CFR 200.334-200.338
        ix. Reporting requirements at 2 CFR 200.328-200.330, including on the status of property acquired with CPF funds at 2 CFR §200.330
        x. Subrecipient monitoring and management at 2 CFR 200.331-200.333
        xi. Remedies for Noncompliance at 2 CFR 200.339-200.343
        xii. Closeout of federal grants at 2 CFR §200.344-346
        xiii. Cost Principles at 2 CFR Part 200, subpart E
        xiv. Audit requirements at 2 CFR Part 200, subpart F

    b. The requirements of Executive Order 14398 (March 26, 2026) apply to all projects partially or fully funded by federal dollars including grants, loans, or appropriations.

        In connection with the performance of work under the contract, the Contractor agrees as follows:

        i. ***No Racially Discriminatory DEI Activities.*** The contractor will not engage in any racially discriminatory DEI activities, ads defined in Section 2 of the Executive Order;
        ii. ***Access to Books and Records.*** The contractor will furnish all information and reports, including providing access to books, records and accounts, as required by the contracting agency for purposes of ascertaining compliance with this clause;
        iii. ***Actions Pursued for Noncompliance.*** In the event of noncompliance by the contractor or a subcontractor, the contract may be canceled, terminated, or suspended in whole or in part, and the contractor or subcontractor *may be declared ineligible for further government contracts;*
        iv. ***Reporting of Subcontractor Conduct.*** The contractor will report any subcontractor's *known or reasonably knowable conduct* that may violate the clause to the contracting agency and take any appropriate remedial actions directed by the agency.
        v. ***Notification of Litigation.*** The contractor will inform the contracting agency if a subcontractor sues the contractor and the suit puts at issue, in any way, the validity of this clause; and
        vi. ***False Claims Act (FCA) Materiality.*** The contractor recognizes that compliance with the clause is *material* to the government's payment decisions for purposes of section 3729(b)(4) of the FCA.

# Article IV. Standard Proposal Information

## *Section 4.01 Proposal Content*

Proposals shall consist of two (2) separate submittals: a Bid Proposal and a Proposal Questionnaire as detailed in Sections V and VI of this RFP. A Proposal Questionnaire must be submitted for each equipment type being submitted. An electronic copy of all submitted documents must be included on a flash drive in .pdf format. All required documents may be submitted on one flash drive and enclosed in one of the envelopes.

## *Section 4.02 Authorized Signature*

PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY TO THE PROVISIONS OF THE CONTRACT DOCUMENTS SIGNS THE SIGNATURE PAGE.

Proposals must remain open and valid for at least ninety (90) days from the opening date.

## *Section 4.03 Mandatory Pre-Proposal Conference*

A **MANDATORY** Pre-Proposal Conference will be held at ***9:30 am***, Central Daylight Time, on ***September 24, 2026,*** in the ***large*** conference room (Room 207) on the ***second*** floor of the ***Kaw Point WWTP Administration Building*** located at ***50 Market Street***. The purpose of the conference is to discuss the work to be performed with the prospective Offerors and allow them to ask questions concerning the RFP and Contract Documents. Questions and answers will be transcribed and sent to prospective Offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the Procurement Officer prior to the date set for the Pre-Proposal Conference so that reasonable accommodation can be made.

## *Section 4.04 Proposal Submittal*

SEALED PROPOSALS MUST BE RECEIVED AT THE OFFICE OF THE UNIFIED GOVERNMENT CLERK, 3RD FLOOR, MUNICIPAL OFFICE BUILDING,, 701 NORTH SEVENTH STREET, KANSAS CITY, KANSAS, NO LATER THAN THE DATE AND TIME LISTED IN THE LEGAL NOTICE OF REQUEST FOR PROPOSAL. LATE PROPOSALS WILL NOT BE CONSIDERED.

It is the Offeror's responsibility to ensure Proposals are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity, shall not excuse late submissions. Offerors shall be responsible for actual delivery of the Proposal to the appropriate department identified in the Legal Notice of Request for Proposal.

## *Section 4.05 Supplemental Terms and Conditions*

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this Contract Documents or that diminish the Unified Government's rights under any contract resulting from the Contract Documents will be considered null and void. The Unified Government is not responsible for identifying conflicting

supplemental terms and conditions before issuing a contract award. After award of contract:

**(a)** If conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the Contract Documents, the term or condition of the Contract Documents will prevail; and

**(b)** If the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the Proposal, the supplemental term or condition will be considered null and void.

## *Section 4.06 Discussions with Offerors*

The Unified Government may conduct discussions with Offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and Proposal. Discussions will be limited to specific sections of the RFP identified by the Procurement Officer. Discussions may only be held with Offerors who have submitted a Proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of Proposals by the Proposal Evaluation Committee. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final Proposal submissions from those Offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final Proposal submissions. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the Procurement Officer.

Offerors with a disability needing accommodation should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made.

## *Section 4.07 Prior Experience*

In order for their Proposals to be considered responsive, Offerors must meet these minimum prior experience requirements:

The Offerors must have the capability to perform the types of work outlined in the scope and Bid Proposal. To demonstrate this capability, respondents to the RFP should meet the following minimum experience qualifications:

- The Contractor must have at least one (1) year of experience under their current business name related to the type of equipment being submitted.
- The Contractor’s staff must have license and/or certifications as necessary to complete the work.
- The Contractor should be located within an approximate 1-hour drive of Wyandotte County, Kansas, or approximately 50 miles.
- The Contractor shall be available to provide service within normal operating hours (Monday through Friday, 7 am to 4 pm).
- The Contractor shall have sufficient resources (workforce, supervision, equipment, and financial) necessary to perform the Work of the Specifications and/or requests. To confirm payment for equipment, Contractor may be required to submit specific makes, models, and classifications of equipment used for the work.

An Offeror's failure to meet and provide adequate documentation of these minimum prior experience requirements will cause their Proposal to be considered non-responsive and their Proposal to be rejected.

## *Section 4.08 Evaluation of Proposals*

A Proposal Evaluation Committee made up of the Contracting Officer, a representative from the Legislative Auditor’s Office, and at least one other Unified Government employee will evaluate Proposals. The evaluation will be based solely on the evaluation factors set out in Article VII of the RFP.

## *Section 4.09 Contract Negotiations*

After completion of the evaluation, including any discussions held with Offerors during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the Offeror's Proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The Offeror will be responsible for all travel and per diem expenses related to contract negotiations.

## *Section 4.10 Failure to Negotiate*

If the selected Offeror:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the Offeror and the Unified Government, after a good faith effort, simply cannot come to terms;

the Unified Government may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

# Article V. Proposal Questionnaire

## *Section 5.01 Proposal Questionnaire Format and Content*

The Proposal Questionnaire package shall include the following documents:

- Proposal Questionnaire – Utilize the Proposal Questionnaire document provided in the Contract Documents.
- Attachments – Includes the attachments requested in the Proposal Questionnaire, including resumes and safety logs.
- Appointment of Process Agent Form
- Foreign Corporation Resident Agent Designation

The Unified Government discourages overly lengthy and costly responses to the Proposal Questionnaire, however, in order for the Unified Government to evaluate Proposals fairly and completely, Offerors should follow the format provided and provide all the information requested.

All Proposal Questionnaires shall be submitted on the printed Proposal Questionnaire, or photocopy thereof, included in the Contract Documents. All blank spaces must be filled in, in ink or typewritten, and the Proposal Questionnaire must be fully completed and executed when submitted. Only one executed copy of each Proposal Questionnaire is required. The Proposal Questionnaires shall be fastened together in one package.

## *Section 5.02 Submittal*

One copy of the Proposal Questionnaire for each equipment type shall be submitted in separate sealed envelopes (separate from the Bid Proposal), along with a flash drive in .pdf format containing a copy of all submitted documents, addressed to the Unified Government Clerk, Municipal Office Building, 701 North 7th Street, Suite 323, Kansas City, Kansas, 66101-3064. All required documents may be submitted on one flash drive and enclosed in one of the envelopes. The outside of each sealed envelope containing a Proposal Questionnaire shall be plainly marked “Proposal Questionnaire – Inspection, Preventive Maintenance, and Corrective Maintenance” and shall state the name of the project, associated equipment type, RFP R43262 and the name and address of the Offeror. If forwarded by mail, the sealed envelope(s) containing the Proposal Questionnaire(s) must be mailed inside another envelope to the addressee.

# Article VI. Bid Proposal

## *Section 6.01 Bid Proposal Format and Content*

The Bid Proposal package shall include the following documents:

- Bid Proposal – Utilize the Bid Proposal document provided in the Contract Documents, required information includes acknowledgement of receipt of Amendments and Price
- Equipment Type Bid Proposal – Utilize the Bid Proposal document provided in the Contract Documents. If submitting for multiple equipment types, each bid proposal shall be submitted in separate envelopes.
- Certification of Bonding Capacity - A notarized certification from the Offeror addressed to the Unified Government stating that the Offeror has bonding capacity of $100,000 to dedicate to this contract.

All bid proposals must be submitted on the printed Bid Proposal form(s), or photocopies thereof, included in the Contract Documents. All blank spaces must be filled in (except where otherwise indicated), in ink or typewritten, and the forms must be fully completed and executed when submitted. Only one executed copy of each form is required. All other forms required to be submitted must be completed by the Offeror and submitted with the Bid Proposal form. The Bid Proposal form(s) and all required forms must be fastened together in one package.

Standard unit rates must be entered for the work types shown on the Bid Proposal(s). The unit rates entered into the Bid Proposal will become part of the contract for the successful Offeror and will remain in effect for the duration of the initial 12-month contract period. Adjustments to the unit rates may be negotiated for subsequent renewal periods as indicated in Section 2.08.

## *Section 6.02 Submittal*

One copy of the Bid Proposal package for each equipment type must be submitted in separate sealed envelopes (separate from the Proposal Questionnaires), addressed to the Unified Government Clerk, Municipal Office Building, 701 North 7th Street, Suite 323, Kansas City, Kansas, 66101-3064. The outside of each sealed envelope containing a Bid Proposal must be plainly marked “Bid Proposal – Inspection, Preventive Maintenance, and Corrective Maintenance” and must state the name of the project, associated equipment type, RFP 43262 and the name and address of the Offeror. If forwarded by mail, the sealed envelope(s) containing the Bid Proposal must be mailed inside another envelope to the addressee.

# Article VII. Evaluation and Selection

## *Section 7.01 General*

The Proposals will be reviewed and evaluated by the Owner's Proposal Evaluation Committee (with assistance provided by outside advisors if desired by Owner) according to the requirements and criteria outlined in this Article VII. During the Proposal evaluation process, written questions or requests for clarification may be submitted to one or more Offerors regarding its Proposal or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Offeror from further consideration. In addition, the Owner may require that all or a limited number of Offerors participate in interviews.

## *Section 7.02 Responsiveness*

Each Proposal will be reviewed to determine whether it is responsive to the RFP. Failure to comply with the requirements of this RFP may result in a Proposal being rejected as non-responsive. At its sole discretion, however, the Proposal Evaluation Committee may waive any such failure to meet a requirement of this RFP and may request clarification or additional information to remedy a failure.

## *Section 7.03 Evaluation Criteria and Selection Methodology*

In ranking the Proposals, the Proposal Evaluation Committee will utilize a 1,000-point scale based on the responses provided on the Proposal Questionnaire(s) organized under the following criteria:

- Financial Condition and Performance History
- Relevant Experience and Qualifications
- Project Approach
- Labor Compliance
- Safety Record

Each criterion will be given a raw score between 150 and 200 based on the following methodology:

| OFFEROR SCORE EVALUATION METHODOLOGY | | |
|---|---|---|
| **ASSESSMENT** | **DESCRIPTION** | **RAW SCORE RANGE** |
| Excellent | Exceeds the required standard.<br>Response answers the question with precision and relevance.<br>Includes improvement through innovation/added value. | 191 - 200 |
| Good | Meets the standard required.<br>Comprehensive response in terms of detail and relevance to the question. | 181 – 190 |
| Acceptable | Meets the standard in most aspects but fails in some areas.<br>Acceptable level of detail, accuracy, and relevance. | 171 – 180 |
| Limited* | Fails the standard in most aspects, but meets some.<br>Limited information / inadequate / only partially addresses the question. | 161 – 170 |
| Inadequate* | Significantly fails to meet the standard.<br>Inadequate detail provided / questions not answered / answers not directly relevant to the question. | 151 – 160 |
| Unacceptable* | Completely fails to meet the standard.<br>Response significantly deficient / no response. | 150 |
| *If a criterion for an Offeror is given a score of 160 or less by more than one member of the Proposal Evaluation Committee, that entire Proposal will be declared nonresponsive and not considered for selection. | | |

The raw score for each criterion will then be adjusted based on the following weighting factors:

- Financial Condition and Performance History – 20%
- Relevant Experience and Qualifications – 35%
- Project Approach – 20%
- Labor Compliance – 15%
- Safety Record – 10%

The weighted scores for each criterion will be added together and normalized to a 1,000-point scale. The average of the weighted, normalized scores determined by the members of the committee will be the Offeror's Qualification Points. The maximum Qualification Points for any Offeror is 1,000 points.

The committee will apply the non-price evaluation and complete its awarding of the non-price criteria points before opening the sealed envelope containing the Bid Proposal.

The total Project Bid Proposal amount is then divided by the Offeror's average Qualification Points resulting in a unit of measurement indicating dollars per quality point ($/QP), also known as the Best Value Score (BVS). The Offeror with the lowest BVS is the apparent lowest responsible Offeror.

## *Section 7.04 Selection*

The Unified Government will evaluate the Proposals of all Offerors in accordance with the instructions prescribed in this RFP and in accordance with the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, Chapter 29, Section 29-316.

The Proposals will be evaluated and assigned points in accordance with the requirements of the RFP. After the evaluation process is complete, the Owner will notify Offerors of the relative rankings.

The successful responsive Offeror (lowest BVS) will be awarded the contract. If the Unified Government determines that it is not in the best interest of the Unified Government to proceed with the project pursuant to the Proposal offered by the successful firm, the Unified Government will reject all Proposals. If all Proposals are rejected, the Unified Government may solicit new Proposals using different design criteria, budget constraints or qualifications.

If the Unified Government determines (at its sole discretion) that the unit prices and total price included in a Proposal are unacceptably below industry norms, that a Offeror's unit prices are substantially or unacceptably below other Proposals, or that a Offeror's unit prices are unbalanced or irregular (i.e., unit prices are skewed in a manner to artificially present a lower price for the Sample Project to take advantage of the cost evaluation), the Unified Government may (at its sole discretion) declare that Proposal to be nonresponsive or seek additional detailed information from that Offeror concerning the cost basis for its Bid Proposal prior to rendering a decision on the Offeror's responsiveness.

# INSPECTION, PREVENTIVE MAINTENANCE, AND CORRECTIVE MAINTENANCE PROPOSAL QUESTIONNAIRE

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY / KANSAS CITY, KANSAS**

**INSPECTION, PREVENTIVE MAINTENANCE, AND CORRECTIVE MAINTENANCE PROPOSAL QUESTIONNAIRE**

The OFFEROR must enter in the spaces provided the information requested below and must submit this Proposal Questionnaire with its Proposal.

1. Full legal name of your organization: _____
   Mailing Address: _____
   Project Office Address (if different than Mailing Address):
   _____
   Contact Person Name: _____
   Contact Person Phone Number and Email Address: _____

2. *This Proposal Questionnaire has been prepared for (*circle one*):

| | | | |
|---|---|---|---|
| Air Compressors | Backflow Preventers | Cranes & Hoists | Elevators |
| Generators | HVAC Equipment | Roofs | Wet Wells and Tanks |
| Centrifuges | Samplers | Transformers | UV Disinfection Systems |

***Note - If submitting proposals on multiples equipment types, a proposal questionnaire must be submitted for each equipment type.**

**FINANCIAL CONDITION AND PERFORMANCE HISTORY**

*Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)*
*Proposal Evaluation Weighting Factor: 20%*

3. Identify the Offeror's preferred credit rating agency and identification information. (Identify rating agency, such as Dun and Bradstreet or Equifax, and insert the organization's identification number or other method of searching your organization's credit rating with such agency.)
   Credit Rating Agency: _____
   Identification Number: _____

4. What is the name of your Insurance Company, along with the name, address, and phone number of the agent you expect to use in the event this contract is awarded to you?

   Insurance Company Name:_____

   Agent's Name: _____

   Agent's Address: _____

   Agent's Phone Number: _____

5. What is the name of your Surety Company, along with the name, address, and phone number of the agent you expect to use in the event this contract is awarded to you?

   Surety Company Name: _____

   Agent's Name: _____

   Agent's Address: _____

   Agent's Phone Number: _____

6. What is your total bonding capacity? _____

7. What is your available bonding capacity as of the date of this Proposal Questionnaire? _____

8. List and briefly describe any pending or past (within ten years) legal proceedings and judgments that the Offeror was a party that involved litigation of any type or had a claim in an amount over $10,000. Also, indicate how any contingent liability may affect the financial position or ability to perform contractual commitments to the Unified Government. If none, so state.

   _____

   _____

   _____

9. Has the Offeror, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

   YES NO (*circle one*)

10. In the last ten years, has the Offeror, its parent, or a subsidiary, affiliate, or other entity having common ownership or management: a) been convicted of, or indicted for, a business-related crime; b) had any business or professional license subjected to disciplinary action; or c) been penalized or fined by a state or federal environmental agency?

    YES NO (*circle one*)

    If so, describe the circumstances. _____
    _____
    _____
    _____

If any of the above questions are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Offeror's responsibility to: 1) describe in detail the unfavorable factor or event; and 2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Offeror's ability to perform its contractual commitments.

**RELEVANT EXPERIENCE AND QUALIFICATIONS**

*Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)*

*Proposal Evaluation Weighting Factor: 25%*

11. How many years has your organization been in business as a Contractor under your present business name? _____

12. How many years of experience has your organization had with performing work on the equipment circled in Question No. 2:

    a. As a General Contractor? _____

    b. As a Subcontractor? _____

13. What is the maintenance experience/qualifications of the key personnel from your organization who will be assigned to this project? Key personnel may include (if applicable), but not be limited to, the Project Manager, Construction Field Superintendent, and Construction Field Foreman.

    a. Project Manager's Name _____
    Years with the Organization _____
    Years of Maintenance Experience _____
    Magnitude and Type of Work _____
    _____
    _____
    Relevant Training _____
    _____

    b. Name _____
    Proposed Position/Title _____
    Years with the Organization _____
    Years of Maintenance Experience _____
    Magnitude and Type of Work _____
    _____
    _____
    Relevant Training _____
    _____

c. Name _____

Proposed Position/Title _____

Years with the Organization _____

Years of Maintenance Experience _____

Magnitude and Type of Work _____

_____

_____

Relevant Training _____

_____

14. What projects similar in scope to the proposed Work for the equipment circled in Question No. 2 has your organization completed for the period of five years prior to the date of the current Proposal?

a. Project Name and Location _____

Contract Amount _____

Year Completed _____

Approximate Percentage of Self-Performed Work _____

Name and Address of Owner _____

_____

Owner Contact Name and Phone Number _____

Description of Work _____

_____

_____

Key Contractor Personnel (including Titles) _____

_____

Key Subcontractors and Their Project Role(s) _____

_____

_____

Conditions Pertinent to Proposed Project (e.g., work in wastewater, stormwater, and/or flood management facilities, etc.) _____

_____

_____

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

_____

_____

b. Project Name _____

Contract Amount _____

Year Completed _____

Approximate Percentage of Self-Performed Work _____

Name and Address of Owner _____

_____

Owner Contact Name and Phone Number _____

Description of Work _____

_____

_____

Key Contractor Personnel (including Titles) _____

_____

Key Subcontractors and Their Project Role(s) _____

_____

_____

Conditions Pertinent to Proposed Project (e.g., work in wastewater, stormwater, and/or flood management facilities, etc.) _____

_____

_____

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

_____

_____

c. Project Name _____

Contract Amount _____

Year Completed _____

Approximate Percentage of Self-Performed Work _____

Name and Address of Owner _____

_____

Owner Contact Name and Phone Number _____

Description of Work _____

_____

_____

Key Contractor Personnel (including Titles) _____

_____

Key Subcontractors and Their Project Role(s) _____

Conditions Pertinent to Proposed Project (e.g., work in wastewater, stormwater, and/or flood management facilities, etc.)

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each)

d. Project Name

Contract Amount

Year Completed

Approximate Percentage of Self-Performed Work

Name and Address of Owner

Owner Contact Name and Phone Number

Description of Work

Key Contractor Personnel (including Titles)

Key Subcontractors and Their Project Role(s)

Conditions Pertinent to Proposed Project (e.g., work in , etc.)

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each)

e. Project Name _____

Contract Amount _____

Year Completed _____

Approximate Percentage of Self-Performed Work _____

Name and Address of Owner _____

_____

Owner Contact Name and Phone Number _____

Description of Work _____

_____

_____

Key Contractor Personnel (including Titles) _____

_____

Key Subcontractors and Their Project Role(s) _____

_____

_____

Conditions Pertinent to Proposed Project (e.g., work in established residential neighborhoods, etc.) _____

_____

_____

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

_____

_____

**PROJECT APPROACH**

*Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)*

*Proposal Evaluation Weighting Factor: 30%*

15. Provide a brief narrative statement that illustrates the Offeror's understanding of the requirements of the project.

16. Provide a brief narrative statement that illustrates how the Offeror intends to manage the project to accomplish the work.

**LABOR COMPLIANCE**

*Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)*

*Proposal Evaluation Weighting Factor: 5%*

17. Within the past three years, has the Offeror been found in violation of any law applicable to its contracting business, including, but not limited to, antitrust, public contracting, employment discrimination, licensing laws, tax laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty, or have they settled any wage claims in the amount of $5,000 or more?

    YES NO (*circle one*)

    If so, describe the circumstances. _____

    _____

    _____

    _____

    _____

    _____

18. Does your organization have a written drug and alcohol substance abuse policy?

    YES NO (*circle one*)

**SAFETY RECORD**

*Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)*

*Proposal Evaluation Weighting Factor: 20%*

19. Does your organization have a written safety and health program?

    YES NO (circle one)

20. Does your organization provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its onsite employees which includes a course in construction safety and health approved by OSHA?

    YES NO (circle one)

21. Have all employees proposed to perform Work for this contract completed a ten-hour OSHA construction safety program? (The Offeror must provide copies of employee OSHA cards to the Unified Government upon request.)

    YES NO (circle one)

**COOPERATIVE PROCUREMENT**

Proposal Evaluation Point Allocation: None. Offeror's responses will not affect award.

*These questions only need answered by the prime Contractor.*

If the Unified Government awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipality, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Procurement and located within the Greater Kansas City Metropolitan Trade Area?

YES NO (*circle one*)

If the Unified Government awarded you the proposed contract, would you sell under the prices and terms of this Contract to any community-based partnership (CBP) or public-private partnership (PPP) contracted with the Unified Government to deliver public improvement projects within Wyandotte County, Kansas?

YES NO (*circle one*)

- All deliveries will be F.O.B. Destination and there must be no obligations on the part of any member of said Council, CBP, or PPP to utilize this Contract.
- Sales will be made in accordance with the prices, terms, and conditions of the Contract Documents and any subsequent contract.
- There must be no obligation under the cooperative procurement agreement for any organization to utilize the Contract.
- All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.
- The Unified Government Purchasing Director is responsible for handling the solicitation and award of the contract. The Purchasing Director has authority to modify the contract and handle disputes regarding the substance of the contract.
- Each jurisdiction, CBP, or PPP that is a party to the joint Contract has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.
- The Offeror reserves the right to require, a) a minimum purchase order amount to ensure the Offeror can offset initial mobilization and operational costs, or b) reimbursement for additional mobilization costs for the initial setup and deployment of services.

**SIGNATURE**

The Offeror will comply with all provisions in the RFP, and if applicable, provide notice that the Offeror qualifies as a Unified Government bidder. Proposal Questionnaires must be signed by a company officer empowered to bind the company. An Offeror's failure to include these items in their Proposals may cause their Proposal to be determined to be non-responsive and the Proposal may be rejected.

Respectfully submitted,

By _____ _____
Signature Date SEAL

_____
Title

Attest _____
(Corporations only)

_____
Business Address

_____
License Number (if applicable)

Offeror's form of business is:

_____An INDIVIDUAL,
residing in the State of _____

_____A PARTNERSHIP,
organized in the State of _____

_____A CORPORATION,
incorporated in the State of _____

# INSPECTION, PREVENTIVE MAINTENANCE, AND CORRECTIVE MAINTENANCE SCOPE OF WORK

# FACILITY LIST

| FACILITY ID | FACILITY NAME | FACILITY ADDRESS |
|---|---|---|
| **FPS-01** | FLOOD PUMP STATION NO. 1 | 10 MARKET STREET |
| **FPS-02** | FLOOD PUMP STATION NO. 2 | 2400 STRONG AVENUE |
| **FPS-10** | FLOOD PUMP STATION NO. 10 | 9 SHAWNEE AVENUE |
| **FPS-11** | FLOOD PUMP STATION NO. 11 | 1137 SOUTH 5TH STREET |
| **FPS-12** | FLOOD PUMP STATION NO. 12 | 1197 SOUTH MILL STREET |
| **FPS-13** | FLOOD PUMP STATION NO. 13 | 1171 SOUTH 12TH STREET |
| **FPS-14** | FLOOD PUMP STATION NO. 14 | 2105 OSAGE AVENUE |
| **FPS-16** | FLOOD PUMP STATION NO. 16 | 295 CENTRAL AVENUE |
| **FPS-17** | FLOOD PUMP STATION NO. 17 | 1717 STRONG AVENUE |
| **PS-01** | PUMP STATION NO. 1 | 300 NORTH 4TH STREET |
| **PS-02** | PUMP STATION NO. 2 | 300 NORTH JAMES STREET |
| **PS-03** | PUMP STATION NO. 3 | 1520 NORTH 2ND STREET |
| **PS-04** | PUMP STATION NO. 4 | 3770 FAIRBANKS AVENUE |
| **PS-05** | PUMP STATION NO. 5 | 5091 KANSAS AVENUE |
| **PS-06** | PUMP STATION NO. 6 | 8260 KAW DRIVE |
| **PS-07** | PUMP STATION NO. 7 | 5611 KAW DRIVE |
| **PS-09** | PUMP STATION NO. 9 | 800 NORTH 41ST STREET |
| **PS-16** | PUMP STATION NO. 16 | 11800 POLFER ROAD |
| **PS-18** | PUMP STATION NO. 18 | 5830 INLAND DRIVE |
| **PS-40** | PUMP STATION NO. 40 | 625 METROPOLITAN AVENUE |
| **PS-41** | PUMP STATION NO. 41 | 3252 NORTH 91ST STREET |
| **PS-44** | PUMP STATION NO. 44 | 9920 WOODEND ROAD |
| **PS-45** | PUMP STATION NO. 45 | 401 NORTH 57TH STREET |
| **PS-51** | PUMP STATION NO. 51 | 3401FAIRFAX TRAFFICWAY |
| **PS-64** | PUMP STATION NO. 64 | 11740 STATE AVENUE |
| **PS-65** | PUMP STATION NO. 65 | 12898 STATE AVENUE |
| **PS-66** | PUMP STATION NO. 66 | 11051 HOLLINGSWORTH ROAD |
| **PS-67** | PUMP STATION NO. 67 | 3306 NORTH 128TH STREET |
| **PS-70** | PUMP STATION NO. 70 | 5425 NORTH 99TH STREET |
| **PS-78** | PUMP STATION NO. 78 | 12708 HUBBARD ROAD |

| FACILITY ID | FACILITY NAME | FACILITY ADDRESS |
|---|---|---|
| **PS-86** | PUMP STATION NO. 86 | 13701 LEAVENWORTH ROAD |
| **PS-89** | PUMP STATION NO. 89 | 10421 DONAHOO ROAD |
| **TP-01** | TREATMENT PLANT NO. 1 | 50 MARKET STREET |
| **TP-03** | TREATMENT PLANT NO. 3 | 4500 BRENNER DRIVE |
| **TP-06** | TREATMENT PLANT NO. 6 | 9404 MAIN STREET |
| **TP-14** | TREATMENT PLANT NO. 14 | 7112 HOLLIDAY DRIVE |
| **TP-20** | TREATMENT PLANT NO. 20 | 2443 S 88TH STREET |

# AIR COMPRESSORS

## Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for ten (10) air compressors owned and operated by the Environmental Services Division.

The selected Contractor must provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract will consist primarily of inspections, maintenance, and repairs. Bid proposals for inspection must be a fixed price as indicated on the proposal form. Cost proposals for maintenance and repair will be based on labor and materials pricing as described in this document.

## Compliance Requirements

### Licensing, Accreditation and Registration

The contractor must use only skilled licensed and certified maintenance technicians who are fully experienced in air compressor maintenance and repair. The Contractor must provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services.

## Equipment Locations & Descriptions

| Address | Location | Manufacturer | Model | Serial Number |
|---|---|---|---|---|
| **50 Market Street** | TP-01 Admin Building | Champion | HR10-12 | 292550 |
| | TP-01 Digestor | Gardner Denver | EJBRGB-BBBAB9B | M51818 |
| | TP-01 O2 Building | Gardner Denver | Unknown | Unknown |
| | TP-01 O2 Building | Gardner Denver | EJBRGB-BBCAB9C | M56906 |
| | TP-01 O2 Building | Ingersoll Rand | SSR-UP6-30-125 | CBV380388 |
| | TP-01 Secondary Building | Gardner Denver | AVLRLB-A15035A | A15035 |
| **2443 S 88th Street** | TP-20 Admin Building | Quincy | 350 -18 | 105477L |

| Address | Location | Manufacturer | Model | Serial Number |
|---|---|---|---|---|
| **2443 S 88th Street** | TP-20 Final Solids | Gardner Denver | R70, 20HP, Simplex | R70A17721 |
| | TP-20 H & O Building | Emqlo | GU (2LC3C-80) | B010998196 (012688105) |
| | TP-20 Pump & Blower Building | Ingersoll Rand | 2340L5-V (2340) | CBV380324 (NAR10174944) |

## Scope of Work

The contractor will perform the following, but not limited to, services on an as-requested basis. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended by the manufacturer. In performance of the work, the Contractor must perform all maintenance activities as recommended by the manufacturer.

- Complete preventative maintenance tasks:
    - Check overall cleanliness of equipment. Wipe down with degreaser if needed.
    - Remove any articles lying near compressor which may cause fire hazard and/or chemical hazard etc.
    - Replace suction air filter.
    - Clean filter housing inside and out.
    - Drain condensate from the oil collector.
    - Check the quality and quantity of oil. Top off oil, if oil level is low.
    - Replace the crankcase oil and filter.
    - Replace the oil separator if oil comes out with air.
    - Check electrical connections and tighten.
    - Replace belt.
    - Check overall functionality of electrical and instrument parts of components.
    - Replace desiccant if air quality is not found adequate.
    - Replace moisture separator element.
    - Check the refrigerant pressure of refrigerant-type moisture separators and add refrigerant and/or oil.
    - Observe the operation of compressor. Note any anomalies.
    - Check control panel parameters and/or diagnostics.
    - Check for leakages of oil and air and repair leaks.
    - Check for any abnormal sound and fault indications.
    - Check the integrity and operation of Dryer Unit including logic circuit.
    - Record running parameters and note vibration level of compressors onto data sheets provided by UG staff.

Each facility is a locked, secure facility. Access will need to be arranged at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance.

The condition of and the decision to replace components outside of the scope of work will be determined at the discretion of the Unified Government's representative. An estimated repair cost must be prepared and submitted to the Unified Government's representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the Unified Government's representative.

# BACKFLOW PREVENTERS

## Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for fifty-two (52) backflow preventers owned and operated by the Environmental Services Division.

The selected Contractor must provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract will consist primarily of inspections, maintenance, and repairs. Bid proposals for inspection must be a fixed price as indicated on the proposal form. Cost proposals for maintenance and repair will be based on labor and materials pricing as described in this document.

## Compliance Requirements

### Licensing, Accreditation and Registration

The contractor must use only skilled licensed and certified maintenance technicians who are fully experienced in backflow preventer maintenance and repair. The Contractor must provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services. This includes certification required based on ANSI standards and KDHE.

## Equipment Locations & Descriptions

| Address | Location | Make | Model | Serial Number |
|---|---|---|---|---|
| **2400 Strong Ave** | FPS-02 | Watts | Unknown | Unknown |
| | FPS-02 | Watts | RPZ | Unknown |
| **9 Shawnee Ave** | FPS-10 | Watts | 009M2QT | 243904 |
| **1137 S 5th St** | FPS-11 | Watts | 909QT | 624640 |
| **1171 S 12th St** | FPS-13 | Watts | 009-M2QT | 251653 |
| **295 Central Ave** | FPS-16 | Watts | Unknown | Unknown |
| **314 Central Ave** | PS-01 | Watts | Unknown | Unknown |
| **300 N James St** | PS-02 | Watts | 909 MI | 324081 |
| **1520 N 2nd St** | PS-03 | Watts | Unknown | Unknown |

| Address | Location | Make | Model | Serial Number |
|---|---|---|---|---|
| **8260 Kaw Dr** | PS-06 | Watts | Unknown | Unknown |
| **5830 Inland Dr** | PS-18 | Watts | 123201 | Unknown |
| **3252 N 91st St** | PS-41 | Watts | Unknown | Unknown |
| **9920 Woodend Rd** | PS-44 | Watts | 009 | Unknown |
| **401 N 57th St** | PS-45 | Watts | Unknown | Unknown |
| **11740 State Ave** | PS-64 | Wilkins | Unknown | Unknown |
| **12898 State Ave** | PS-65 | Watts | Unknown | Unknown |
| **11051 Hollingsworth Rd** | PS-66 | Febco | 860 | H16022 |
| **3306 N 128th St** | PS-67 | Wilkins | 975XL | 1753697 |
| **13701 Leavenworth Rd** | PS-86 | Unknown | Unknown | Unknown |
| **10421 Donahoo Road** | PS-89 | Watts | Unknown | Unknown |
| | PS-89 | Watts | Unknown | Unknown |
| | PS-89 | Watts | Unknown | Unknown |
| **50 Market St** | TP-01 Admin Building | Unknown | Unknown | Unknown |
| | TP-01 Admin Building | Watts | Unknown | Unknown |
| | TP-01 Admin Building | Watts | Unknown | LF007QT |
| | TP-01 Admin Building | Unknown | Unknown | Unknown |
| | TP-01 Admin Building | Watts | Unknown | Unknown |
| | TP-01 Biosolids Dewatering | Unknown | Unknown | Unknown |
| | TP-01 Digestor | Watts | Unknown | Unknown |
| | TP-01 Digestor | Watts | Unknown | Unknown |
| | TP-01 Digestor | Febco | Unknown | Unknown |
| | TP-01 Final Solids Building | Watts | Unknown | Unknown |
| | TP-01 Final Solids Building | Watts | Unknown | Unknown |
| | TP-01 Kaw Point Treatment Plant | Conbraco | Unknown | H3880 |

| Address | Location | Make | Model | Serial Number |
|---|---|---|---|---|
| **50 Market St** | TP-01 Kaw Point Treatment Plant | Febco | Unknown | 805Y |
| | TP-01 Kaw Point Treatment Plant | Watts | Unknown | 007 |
| | TP-01 Kaw Point Treatment Plant | Watts | WATTS | 009 |
| | TP-01 Kaw Point Treatment Plant | Febco | FEBCO | 825Y |
| | TP-01 Kaw Point Treatment Plant | Watts | Watts | 007 |
| | TP-01 Primary | Watts | Unknown | 009 M2 QT |
| | TP-01 Primary | Hersey | Hersey/Grinnell | 6CM |
| | TP-01 Primary | Hersey | HERSEY GRINNELL | 6CM |
| **9404 Main St** | TP-06 Admin Building | Watts | Unknown | LF909 M101 |
| **7112 Holliday Dr** | TP-14 Treatment Plant | Watts | CASH ACME | RP 100 |
| | TP-14 Treatment Plant | Watts | Unknown | 009 |
| **2443 S 88th St** | TP-20 Final Solids | Unknown | Unknown | Unknown |
| | TP-20 Final Solids | Watts | Unknown | Unknown |
| | TP-20 Final Solids | Watts | Unknown | Unknown |
| | TP-20 H & O Building | Unknown | Unknown | Unknown |
| | TP-20 Pump & Blower Building | Watts | Unknown | Unknown |
| | TP-20 Pump & Blower Building | Watts | Unknown | Unknown |
| | TP-20 Treatment Plant | Febco | FEBCO | 825YD |

## Scope of Work

The contractor will perform the following, but not limited to, services on an as-requested basis. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended by the manufacturer. In performance of the work, the Contractor must perform all maintenance activities as recommended by the manufacturer.

- Inspect and service each backflow prevention assembly check valve one at a time.
- Remove each check valve from the assembly.
- Inspect the seal ring for acute and/or embedded debris. (If the reverse side of the seal is unused, the seal can be reversed and used temporarily until replacement is available.)
- Inspect check valve cavity and seating areas.
- Clean and inspect the inlet Y-strainer (if installed).
- Flush with potable water for a minimum of 10 minutes to remove debris.
- Reinsert each check valve.
- Attach a Pass/Fail certification collar to all tested backflow preventers. Attach the appropriate tag to the assembly. Mark the tag indicating test date, tester initials and certification number.

1. Repair/Rebuild
   Once installed, the Contractor must attach a Pass/Fail certification collar to all tested backflow preventers. Attach the appropriate tag to the assembly. Mark the tag indicating test date, tester initials and certification number.

2. Replacement
   Once installed, the Contractor must attach a Pass/Fail certification collar to all tested backflow preventers. Attach the appropriate tag to the assembly. Mark the tag indicating test date, tester initials and certification number.

Failed assemblies a) must be repaired, b) must be replaced or c) the connection between potable and non-potable system be eliminated within 30 days. The Contractor must provide written notification and cost estimate to repair and/or replace defective backflow preventer ½" or larger. The Contractor will perform repairs and use the respective rebuild kits as per the manufacturer's specifications only. If immediate threat to human health, the connection will be isolated and if required, a temporary bypass through a certified backflow prevention assembly will be installed.

Each facility is a locked, secure facility. Access will need to be arranged at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance.

The condition of and the decision to replace components outside of the scope of work will be determined at the discretion of the Unified Government's representative. An estimated repair cost must be prepared and submitted to the Unified Government's representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the Unified Government's representative.

# CRANES AND HOISTS

## Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for fifty-eight (58) cranes and hoists owned and operated by Environmental Services Division.

The selected Contractor must provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract will consist primarily of inspections, maintenance, and repairs. Bid proposals for inspection must be a fixed price as indicated on the proposal form. Cost proposals for maintenance and repair will be based on labor and materials pricing as described in this document.

## Compliance Requirements

### Licensing, Accreditation and Registration

The contractor must use only skilled licensed and certified maintenance technicians who are fully experienced in crane and hoist maintenance and repair. The Contractor must provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services. This includes all OSHA compliance and industry best practices.

## Equipment Locations & Descriptions

| Address | Location | Manufacturer | Load | Crane |
|---|---|---|---|---|
| **50 Market St** | TP-01 Admin Building | Chester | Unknown | Unknown |
| | TP-01 Admin Building | Kone Cranes | Unknown | Unknown |
| | TP-01 Admin Building | Quantum | Unknown | Unknown |
| | TP-01 Biosolids Dewatering | R & M | 3 ton | Anchor |
| | TP-01 Maintenance Building | RAN | 2 ton | Unknown |
| | TP-01 Maintenance Building | Round Superior | 2 ton | Unknown |
| | TP-01 Maintenance Building | Kone | 2 ton | Unknown |
| | TP-01 O2 Building | Chester | 1 ton | Unknown |
| | TP-01 Primary | Shaw-Box | 1/2 ton | No crane |
| | TP-01 Primary | Shaw-Box | Unknown | Unknown |
| | TP-01 Secondary Building | ROSS | 2 ton | Tiger Track |
| | TP-01 Secondary Building | R & M | 3 ton | Unknown |

| Address | Location | Manufacturer | Load | Crane |
|---|---|---|---|---|
| **50 Market St** | TP-01 Secondary Building | R & M | 1 ton | UESCO |
| | TP-01 Secondary Building | R & M | 1 ton | UESCO |
| | TP-01 UV Building | ACCO Wright | 1/2 ton | Unknown |
| | TP-01 UV Building | ACCO Wright | 1/2 ton | Unknown |
| | TP-01 UV Building | Louden | Unknown | Unknown |
| **7112 Holliday Dr** | TP-14 Clarifier Hut | Duffy Lynx | Unknown | Unknown |
| **2443 S 88th St** | TP-20 Final Solids | Budgit | Unknown | Unknown |
| | TP-20 Final Solids | CM | 3 ton | Progressive |
| | TP-20 H & O Building | Budgit | 1 ton | Unknown |
| | TP-20 H & O Building | Yale | Unknown | Unknown |
| | TP-20 H & O Building | Unknown | Unknown | Unknown |
| | TP-20 H & O Building | Unknown | Unknown | Unknown |
| | TP-20 Pump & Blower Building | Budgit | 3 ton | Progressive |
| | TP-20 UV Basin | Chester | 1 ton | Unknown |
| | TP-20 UV Basin | Thern | Unknown | Unknown |
| | TP-20 UV Basin | Thern | Unknown | Unknown |
| **9 Shawnee Ave** | FPS-01 | Coffing | Unknown | Unknown |
| **9 Shawnee Ave** | FPS-10 | Dresser | Unknown | Unknown |
| | FPS-10 | BUDGIT | Unknown | Unknown |
| **1137 S 5th St** | FPS-11 | BUDGIT | 3 ton | Loadlifter |
| **2105 Osage Ave** | FPS-14 | Philadelphia | 3 ton | Unknown |
| **314 Central Ave** | PS-01 | BUDGIT | 4 ton | Unknown |
| | PS-01 | Philadelphia | 3 ton | Unknown |
| | PS-01 | 3M | Unknown | Unknown |
| **300 N James St** | PS-02 | CM | Unknown | Unknown |
| | PS-02 | Harrington | 2 ton | Unknown |
| **1520 N 2nd St** | PS-03 | Yale hoists | Unknown | Accent |
| | PS-03 | CM | Unknown | Unknown |

| Address | Location | Manufacturer | Load | Crane |
|---|---|---|---|---|
| **3770 Fairbanks Ave** | PS-04 | CM Loadstar | Unknown | Unknown |
| **5091 Kansas Ave** | PS-05 | CM Loadstar | Unknown | Gorbel |
| **8260 Kaw Dr** | PS-06 | Yale hoists | Unknown | Unknown |
| | PS-06 | ACCO Wright | 3 ton | Handling Systems |
| **800 N 41st St** | PS-09 | Yale | 1/2 ton | Unknown |
| | PS-09 | Budgit | 10 ton | Loadlifter |
| **5830 Inland Dr** | PS-18 | Unknown | Unknown | Unknown |
| | PS-18 | Crane America Services | Unknown | Unknown |
| **3252 N 91st St** | PS-41 | ACCO Wright | 3 ton | Unknown |
| | PS-41 | Gorbel | Unknown | Unknown |
| | PS-41 | Gorbel | Unknown | Unknown |
| **9920 Woodend Rd** | PS-44 | Abell-Howe | Unknown | Unknown |
| **3401 Fairfax Trwy** | PS-51 | Coffing | Unknown | Unknown |
| **13701 Leavenworth Rd** | PS-86 | Unknown | Unknown | Unknown |
| **10421 Donahoo Rd** | PS-89 | Thern | Unknown | Unknown |
| | PS-89 | Yale | 2 ton | Abell-Howe |
| | PS-89 | Yale | 2 ton | Abell-Howe |
| | PS-89 | Yale | 2 ton | Unknown |

## Scope of Work

The contractor will perform the following, but not limited to, services on an annual basis. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended by the manufacturer. In performance of the work, the Contractor must perform all maintenance activities as recommended by the manufacturer.

- Inspect each crane or hoist in compliance with OSHA 1910.179 and ASME B30 standards.
- Prepare a report based on the results of the inspections which include the following items:
    - Maintenance records review
    - Safety items
    - Electrical components
    - Rail alignment and support
    - Wire rope conditions
    - Drives and gear boxes
- Recommend repairs resulting from these inspections, if any, and document findings.

Each facility is a locked, secure facility. Access will need to be arranged at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance.

The condition of and the decision to replace components outside of the scope of work will be determined at the discretion of the Unified Government's representative. An estimated repair cost must be prepared and submitted to the Unified Government's representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the Unified Government's representative.

# ELEVATORS

## Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for nine (9) elevators owned and operated by the Environmental Services Division.

The selected Contractor must provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract will consist primarily of inspections, maintenance, and repairs. Bid proposals for inspection must be a fixed price as indicated on the proposal form. Cost proposals for maintenance and repair will be based on labor and materials pricing as described in this document.

## Compliance Requirements

### Licensing, Accreditation and Registration

The Contractor must use only skilled licensed and certified maintenance technicians who are fully experienced in elevator maintenance and repair. The Contractor must provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services.

## Equipment Locations & Descriptions

| Address | Location | Make | Model |
|---|---|---|---|
| **50 Market Street** | TP-01 Admin Building | Montgomery Elevator Co | CP40541 |
| **314 Central Avenue** | PS-01 | Barnes Co. Inc. | Unknown |
| **300 N James Street** | PS-02 | Barnes Co. Inc. | Unknown |
| **1520 N 2nd Street** | PS-03 | Barnes Co. Inc. | Unknown |
| **8260 Kaw Drive** | PS-06 | Ecodyne | Unknown |
| **625 Metropolitan Avenue** | PS-40 | Smith & Loveless Inc. | Unknown |
| **3252 N 91st St** | PS-41 | Inclinator | Unknown |
| **3401 Fairfax Trafficway** | PS-51 | Usemco | Unknown |
| **10421 Donahoo Road** | PS-89 | Usemco | Unknown |

## Scope of Work

The contractor will perform the following, but not limited to, services on an annual basis. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended by the manufacturer. In performance of the work, the Contractor must perform all maintenance activities as recommended by the manufacturer.

- Examine all safety devices, governors, and conduct all annual, no-load, and full-load test and certifications in accordance with the ANSI/ASME 17.1, latest edition.
- Inspect each elevator:
    - Ride each elevator as part of the evaluation.
    - Check and replace all burned out indicator lights.
    - Check for proper leveling.
    - Check the operation of elevator phone or emergency call button, if applicable.
    - Note any unusual elevator operation, including but not limited to: cab and landing door operation, speed, vibration, etc.
    - Inspect wire rope, pulleys, motors, etc. for wear or damage. Observe while in operation.
    - Inspect hydraulics. Check for leaks and confirm proper fluid levels. Observe while in operation.
    - Check electrical power supply to elevator equipment. Inspect for any signs of fatigue or overheating.
    - Check elevator diagnostics for error codes.
    - Check elevator pits for proper drainage and/or debris.
    - Inspect elevator shaft ventilation relief grilles, louvers, and bird screen. Clean these components.
    - Confirm proper operation of heating, ventilation and/or air conditioning system serving elevator equipment room. Verify proper drainage of condensate from air conditioning systems. Clean coils and replace filters as needed.

Each facility is a locked, secure facility. Access will need to be arranged at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance.

The condition of and the decision to replace components outside of the scope of work will be determined at the discretion of the Unified Government's representative. An estimated repair cost must be prepared and submitted to the Unified Government's representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the Unified Government's representative.

# GENERATORS

## Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for seven (7) generators owned and operated by the Environmental Services Division.

The selected Contractor must provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract will consist primarily of inspections, maintenance, and repairs. Bid proposals for inspection must be a fixed price as indicated on the proposal form. Cost proposals for maintenance and repair will be based on labor and materials pricing as described in this document.

## Compliance Requirements

### Licensing, Accreditation and Registration

The contractor must use only skilled licensed and certified maintenance technicians who are fully experienced in generator maintenance and repair. The Contractor must provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services. This includes mechanical contractor licenses, OSHA compliance, and industry best practices.

## Equipment Locations & Descriptions

| Address | Location | Make | Model | Serial Number |
|---|---|---|---|---|
| **9404 Main St** | TP-06 Headworks | MTU | Unknown | 12V2000 DS750 |
| **2400 Strong Ave** | FPS-02 | Caterpillar | C-18 | Unknown |
| **1197 S Mill St** | FPS-12 | Caterpillar | C-18 | Unknown |
| **11800 Polfer Rd** | PS-16 | Eaton | Unknown | Unknown |
| **5425 N 99th St** | PS-70 | MTU | Unknown | 10V1600 DS 450 |
| **12708 Hubbard Rd** | PS-78 | Cummins | Unknown | Unknown |
| **13701 Leavenworth Rd** | PS-86 | American Standard | Unknown | Unknown |

## Scope of Work

The Contractor will perform the following, but not limited to, services on an annual basis. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended by the manufacturer. In performance of the work, the Contractor must perform all maintenance activities as recommended by the manufacturer.

- Visually inspect the unit including oil level and fluids check.
- Change engine oil and filter.
- Replace air and fuel filters per recommended manufacturer maintenance schedule.
- Replace spark plugs per manufacturer's recommended maintenance schedule.
- Check battery, connection, and charging system.
- Replace belts.
- Check and lubricate engine linkages and adjust as necessary.
- Check exhaust system for leaks or excessive corrosion. Verify rain cap is operational and that any drains are working properly.
- Check block heaters for proper operation.
- Check engine fuel system lines and tanks for signs of leakage.
- Check voltage and frequency produced by generator and adjust to proper settings.
- Check generator event log for system operation errors.
- Upgrade of controller firmware to latest version.
- Check operation of transfer switch.
- Operate generator under load for at least ten (10) minutes and check voltage and frequency.
- Clean air inlets and outlets (serving generator directly or indirectly in the room) of debris.
- Provide report of any condition that may require additional services that do not fall under the agreement and/or manufacturer's warranty.
- Additional services for liquid cooled units include the following:
    - Check engine coolant level and confirm proper temperature protection. Replace coolant.
    - Inspect and verify operation of the coolant heater.
    - Inspect radiator and cooling systems for any leaks.

Each facility is a locked, secure facility. Access will need to be arranged at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance.

The condition of and the decision to replace components outside of the scope of work will be determined at the discretion of the Unified Government's representative. An estimated repair cost must be prepared and submitted to the Unified Government's representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the Unified Government's representative.

# HVAC EQUIPMENT

## Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for HVAC equipment located at six (6) sites owned and operated by the Environmental Services Division.

The selected Contractor must provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract will consist primarily of inspections, maintenance, and repairs. Bid proposals for inspection must be a fixed price as indicated on the proposal form. Cost proposals for maintenance and repair will be based on labor and materials pricing as described in this document.

## Compliance Requirements

### Licensing, Accreditation and Registration

The contractor must use only skilled licensed and certified maintenance technicians who are fully experienced in HVAC equipment maintenance and repair. The Contractor must provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services.

## Equipment Locations & Descriptions

| Address | Location | Make | Model | Serial Number |
|---|---|---|---|---|
| **50 Market St** | TP-01 Admin Building | McQuay International | OAH017GDAC | FBOU060600131 |
| | TP-01 Admin Building | Temtrol | BZ-27SX | 10513 |
| | TP-01 Admin Building | Trane | CGAFC504AKA1000DE0000N00000000 | C05G06285 |
| | TP-01 Admin Building | York | D1EB018A06A | NLEM126335 |
| | TP-01 Admin Building | York | YCAL0022EE46XEBSDTXAXXRLXXXX44XX1XXXXXXXSXXXBXX7XXBXXNXXXXXX | 11551C96808890 |

| | | | | |
|---|---|---|---|---|
| **50 Market St** | TP-01 Biosolids Dewatering | Carrier | 38AUDB12A0M6A0A0A0 | 1716C90171 |
| | TP-01 Construction Building | Lennox | C33-49C-2F-6 | 6011E27332 |
| | TP-01 O2 Basin | Carrier | 40RM-024--B600HC | 3099F36445 |
| | TP-01 Primary | Carrier | Unknown | 1316P50986 |
| | TP-01 Secondary Building | York | ZYG08E4B3AA1A111A4 | N2E3675603 |
| | TP-01 Sewer Maintenance Building | Lennox | CBA25UH-060-230-02 | 1523B57033 |
| | TP-01 Sewer Maintenance Building | Lennox | ELA090S4D-1Y | 5621A01121 |
| **9404 Main St** | TP-06 Admin Building | York | Unknown | Unknown |
| | TP-06 Admin Building | York | Unknown | Unknown |
| **2443 S 88th St** | TP-20 Admin Building | AAON Coil Products | V3-CLB-3-0-142B-3FS | 201401-CJEC01855 |
| | TP-20 H&O Building | Lennox | Unknown | Unknown |
| | TP-20 H&O Building | Lennox | CBX32M-048-460-6-05 | 1613E19528 |
| **3252 N 91st St** | PS-41 | Ameristar Heating and Cooling | M4AH3030B1000AA | 132810484M |
| **402 N 57th St** | PS-45 | Pentair | CR430B26GC24 | 16D14855-25-A |
| **10421 Donahoo Rd** | PS-89 | American Standard | 300 HEF | 299SG99572-00/0000701 |

## Scope of Work

The Contractor will perform the following services, but not limited to, on an annual basis. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended by the manufacturer. In performance of the work, the Contractor must perform all maintenance activities as recommended by the manufacturer.

- Complete preventative maintenance tasks:
    - Check overall cleanliness of equipment.
    - Check overall condition of outdoor equipment.
        - Clean condensing coils.
        - Verify proper operation of fans while operating.
        - Check condensing unit compressors for any abnormal vibration.
    - Inspect rooftop units and air handling units (indoor and outdoor).
        - Inspect metal screens and coils and clean as needed.
        - Inspect filters and replace as needed.
        - Inspect evaporator coils and drain pans and clean as needed.
        - Test condensate drain lines for proper flow and clean as needed.
        - Inspect inside of units. Check for signs of moisture, debris, mold, condition of insulation, etc. Clean as needed.
        - Check belt tension and adjust as needed.
        - Verify proper operation of dampers and linkages. Lube as needed for smooth operation.
    - Inspect furnaces and boilers
        - Inspect fuel supplies. Check for leaks and repair as needed.
        - Inspect filters and replace as needed.
        - Verify venting of natural gas regulators is in proper working order.
        - Confirm proper operation of pilot light.
        - Inspect flame for proper color, distribution, etc.
        - Inspect heat exchangers. Check for leaks or signs of cracking or metal fatigue. Vacuum out debris, cobwebs, etc.
        - Verify proper water level in boiler.
        - Check diagnostics for error messages.
    - Check controls. Verify units operate properly at setpoints.
    - Perform and check any additional items as recommended by manufacturer.
    - Record condition of components, various running parameters, and any compressor vibrations for review by Unified Government's representative. The decision to replace any components or units rests solely with the Unified Government's representative.

Each facility is a locked, secure facility. Access will need to be arranged at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance.

The condition of and the decision to replace components outside of the scope of work will be determined at the discretion of the Unified Government's representative. An estimated repair cost must be prepared and submitted to the Unified Government's representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the Unified Government's representative.

# ROOFS

## Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual roof inspection and reporting services for 48 building roofs.

The selected Contractor must provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract will consist of inspections. Bid prices for inspection must be a fixed price as indicated on the bid proposal form.

## Compliance Requirements

### Licensing, Accreditation and Registration

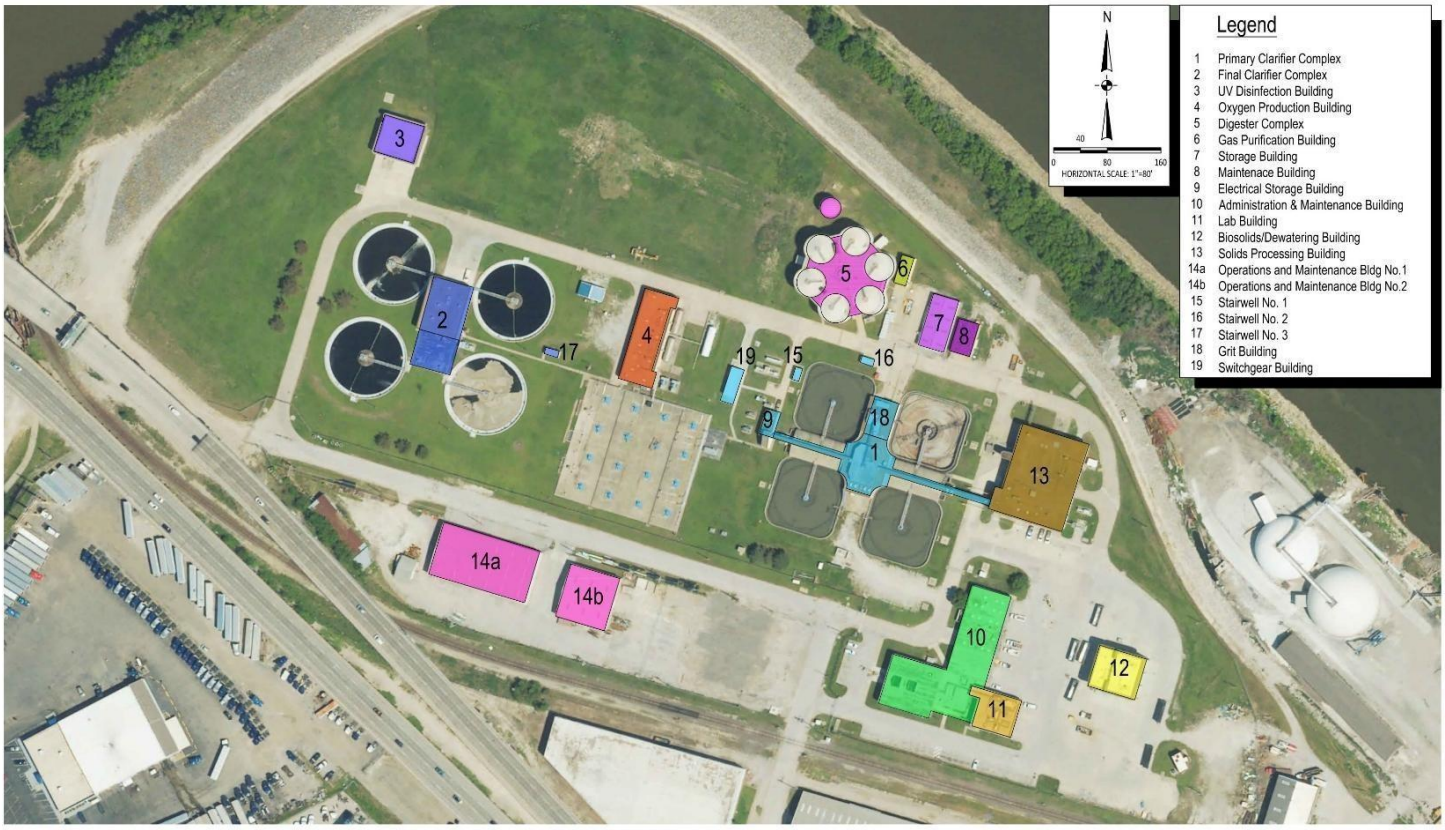
The Contractor must use qualified personnel experienced in roof inspection, drone operations, aerial imaging, and infrared/thermal imaging. The Contractor must provide documentation of applicable certifications, licenses, registrations, and insurance before beginning work.

At a minimum, the Contractor must provide:

- FAA Part 107 Remote Pilot Certificate for each drone pilot.
- FAA registration for each drone proposed for use.
- Documentation of roof inspection and infrared/thermal imaging experience.
- Proof of insurance covering general liability, drone/UAS operations, workers' compensation, automobile liability, and professional liability, as applicable.
- Documentation demonstrating the Contractor's ability to obtain FAA airspace authorizations, LAANC approvals, waivers, or other required permissions for work in controlled or restricted airspace.

All drone operations must comply with applicable FAA requirements. The Contractor must verify airspace restrictions for each site and obtain all required approvals before flight, including for facilities near 50 Market Street in Kansas City, Kansas. FAA guidance states that Part 107 drone pilots must hold a Remote Pilot Certificate, and controlled airspace operations require FAA authorization, which may be obtained through LAANC or FAA DroneZone depending on the location and requested operation.

## Equipment Location & Descriptions




| Address | Location | Roof Square Footage | Roof Type |
|---|---|---|---|
| **1*** | Primary Clarifier Complex - Control Room | 5,122 | Built-Up Roofing & Ballasted Single-Ply Membrane |
| **1A*** | Primary Clarifier Complex - East Catwalk | 981 | Built-Up Roofing |
| **1B*** | Primary Clarifier Complex - West Catwalk | 847 | Built-Up Roofing |
| **2*** | Final Clarifier Complex | 4,149 | Built-Up Roofing |
| **3*** | UV Disinfection Building | 3,148 | Mechanically Attached or Adhered Single-Ply Membrane |
| **4*** | Oxygen Production Building | 5,594 | Built-Up Roofing |
| **6*** | Gas Purification Building | 780 | Built-Up Roofing |

| | | | |
|---|---|---|---|
| **7*** | Storage Building | 3,280 | Metal |
| **8*** | Maintenance Building | 1,612 | Metal |
| **9*** | Electrical Storage Building | 889 | Built-Up Roofing & Metal |
| **10*** | Administration & Maintenance Building | 16,870 | Mechanically Attached or Adhered Single-Ply Membrane |
| **11*** | Lab Building | 3,992 | Mechanically Attached or Adhered Single-Ply Membrane |
| **12*** | Biosolids & Dewatering Building | 4,750 | Unknown |
| **13*** | Solids Processing Building | 14,594 | Built-Up Roofing |
| **14A*** | Operations & Maintenance Building No. 1 | 12,160 | Metal |
| **14B*** | Operations & Maintenance Building No. 2 | 6,156 | Metal |
| **15*** | Stairwell No. 1 | 200 | Mechanically Attached or Adhered Single-Ply Membrane |
| **16*** | Stairwell No. 2 | 200 | Mechanically Attached or Adhered Single-Ply Membrane |
| **17*** | Stairwell No. 3 | 200 | Mechanically Attached or Adhered Single-Ply Membrane |
| **18*** | Grit Building | 2,173 | Built-Up Roofing |

*** Locations indicated on map shown above at 50 Market St**

| Address | Location | Roof Square Footage | Roof Type |
|---|---|---|---|
| **2443 S 88th St** | TP-20 Administration Building | 2,400 | Unknown |
| | TP-20 Pump and Blower Building | 1,800 | Unknown |
| | TP-20 Headworks & Operations Building | 1,650 | Unknown |
| | TP-20 Solids Processing Building | 2,150 | Unknown |
| | Storage Building | 1,680 | Metal |
| **314 R Central Ave** | PS-01 | 2,088 | Built-Up Roofing |
| **300 N James St** | PS-02 | 1,156 | Built-Up Roofing |
| **1501 N 3rd St** | PS-03 | 1,080 | Built-Up Roofing |
| **8260 Kaw Dr** | PS-06 | 1,344 | Built-Up Roofing |
| **5611 Kaw Dr** | PS-07 | 600 | Metal |
| **5830 Inland Dr** | PS-18 | 762 | Mechanically Attached or Adhered Single-Ply Membrane |
| **3280 N 91st St** | PS-41 | 1,292 | Sloped Shingle |
| **11681 State Ave** | PS-64 | 293 | Modified Bitumen Roofing |
| **1185 N 130th St** | PS-65 | 293 | Modified Bitumen Roofing |
| **10525 Donahoo Rd** | PS-89 | 800 | Mechanically Attached or Adhered Single-Ply Membrane |
| **10 Market St** | FPS-01 | 460 | Mechanically Attached or Adhered Single-Ply Membrane |
| **2400 Strong Ave** | FPS-02 | 600 | Metal |
| **9 Shawnee Ave** | FPS-10 | 600 | Unknown |
| **1137 S 5th St** | FPS-11 | 600 | Built-Up Roofing |
| **1197 S Mill St** | FPS-12 | 600 | Mechanically Attached or Adhered Single-Ply Membrane |
| **1171 S 12th St** | FPS-13 | 600 | Metal |

| Address | Location | Roof Square Footage | Roof Type |
|---|---|---|---|
| **2105 Osage Ave** | FPS-14 | 600 | Built-Up Roofing |
| **295 Central Ave** | FPS-16 | 918 | Built-Up Roofing |
| **1717 Strong Ave** | FPS-17 | 600 | Unknown |

## Roof Type Descriptions

- Built-Up Roofing (BUR) – A multi-layer, asphalt-based roofing system consisting of alternating layers of bitumen and reinforcing ply sheets, typically finished with aggregate, mineral surfacing, or a protective coating.

- Ballasted Single-Ply Membrane – A loose-laid single-ply membrane roof system, commonly EPDM, held in place by stone ballast or pavers rather than mechanical fasteners or full adhesion.

- Mechanically Attached or Adhered Single-Ply Membrane – A single-ply membrane roof system, such as TPO, PVC, or EPDM, secured to the roof deck or insulation using mechanical fasteners, adhesives, or heat-welded seams.

- Modified Bitumen Roofing – An asphalt-based membrane roofing system reinforced with modifiers and fabric reinforcement. It is typically installed in rolls using torch-applied, cold-applied, hot-asphalt, or self-adhered methods.

## Scope of Work

The Contractor will perform roof inspection services for the facilities identified in this document. The work will be limited to inspection, documentation, and reporting. No roof maintenance, cleaning, debris removal, drain clearing, repair work, repair cost estimating, or corrective action will be performed.

Inspections must be performed using drone-based visual imagery and infrared/thermal imaging, where feasible and appropriate. The Contractor must document visible roof conditions, apparent deficiencies, drainage concerns, roof penetrations, flashing conditions, membrane or surfacing deterioration, displaced ballast, damaged or deteriorated metal roofing, and thermal anomalies that may warrant further evaluation.

The Contractor will be responsible for reviewing each inspection location for site access, safety, and airspace restrictions before performing work. Some inspection locations may be located in controlled or restricted airspace, including facilities near 50 Market Street in Kansas City, Kansas. The Contractor must obtain all required FAA approvals prior to drone operations. If drone inspection cannot be authorized or safely completed at a location, the Contractor must notify the Unified Government and recommend an alternate inspection method.

The Contractor must prepare a written inspection report for each inspected roof, including representative photographs, infrared/thermal images where collected, annotated exhibits identifying observed deficiencies or thermal anomalies, a summary of observed roof condition, recommended follow-up actions, and inspection limitations.

# WET WELLS AND TANKS

## Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for eighteen (18) wet well locations and one (1) tank location at facilities owned and operated by the Environmental Services Division.

The selected Contractor must provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract will consist primarily of inspections, maintenance, and repairs. Bid proposals for inspection must be a fixed price as indicated on the proposal form. Cost proposals for maintenance and repair will be based on labor and materials pricing as described in this document.

## Compliance Requirements

### Licensing, Accreditation and Registration

The contractor must use only skilled licensed and certified maintenance technicians who are fully experienced in wet well and tank maintenance and repair. The Contractor must provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services.

## Equipment Location & Descriptions

| Address | Location | Address | Location |
|---|---|---|---|
| **314 Central Ave** | PS-01 | **10 Market St** | FPS-01 |
| **300 N James St** | PS-02 | **2400 Strong Ave** | FPS-02 |
| **1520 N 2nd St** | PS-03 | **9 Shawnee Ave** | FPS-10 |
| **8260 Kaw Dr** | PS-06 | **1137 S 5th St** | FPS-11 |
| **3252 N 91st St** | PS-41 | **1198 S Mill St** | FPS-12 |
| **3401 Fairfax Trwy** | PS-51 | **1171 S 12th St** | FPS-13 |
| **5098 Douglas Ave** | PS-57 | **2105 Osage** | FPS-14 |
| **13701 Leavenworth Rd** | PS-86 | **11800 Polfer Rd** | FPS-16 |
| **10421 Donahoo Rd** | PS-89 | **1717 Strong Ave** | FPS-17 |
| **2443 S 88th St** | TP-20 (2 tanks) | | |

## Scope of Work

The Contactor will perform the following, but not limited to, services on an as-requested basis. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended.

- Cleaning of the wet well or tank. The cleaning operation is to include the physical removal of all floating material, bottom sediment, grit, and materials that have collected on the walls of the wet wells or tanks.
- Flow through each wet well/tank must be maintained at all times during the cleaning operations, unless specifically authorized in advance by the Wastewater Assistant Superintendent.
- The removal and disposal of all material from the wet well/tank is the responsibility of the Contractor. The cost for this must be included in the proposal price. No dumping or stock piling of these materials will be allowed at any of the pumping stations.
- The Contractor is fully responsible for compliance with all Federal, State and local laws, including but not limited to the OSHA confined Space Entry regulations.
- Existing control floats located in each wet well must be protected from damage by the contractor during their operations. These control floats must remain in operation throughout the cleaning process. Any damage done to said floats must be immediately repaired by the Contractor at his/her expense.

Each wet well and tank location is a locked, secure facility. Access will need to be arranged at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance.

The condition of and the decision to replace components outside of the scope of work will be determined at the discretion of the Unified Government's representative. An estimated repair cost must be prepared and submitted to the Unified Government's representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the Unified Government's representative.

# CENTRIFUGES

## Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for four (4) centrifuges owned and operated by the Environmental Services Division.

The selected Contractor must provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract must consist primarily of inspections, maintenance, and repairs. Bid proposals for inspection must be a fixed price as indicated on the proposal form. Cost proposals for maintenance and repair will be based on labor and materials pricing as described in this document.

## Compliance Requirements

### Licensing, Accreditation and Registration

The contractor must use only skilled licensed and certified maintenance technicians who are fully experienced in centrifuge maintenance and repair. The Contractor must provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services.

## Equipment Location & Descriptions

| Address | Location | Manufacturer | Model | Serial Number |
|---|---|---|---|---|
| **50 Market St** | TP-01 Biosolids Dewatering Building | Flottweg | Decanter C5E-4/454 | 016-205-20 |
| | | Flottweg | Decanter C5E-4/454 | 016-206-20 |
| | | Flottweg | Decanter C5E-4/454 | 016-207-20 |
| | | Flottweg | Decanter C5E-4/454 | 016-208-20 |

## Scope of Work

The contractor must perform the following services, but not limited to, on an annual basis. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended by the manufacturer. In performance of the work, the Contractor must perform all maintenance activities as recommended by the manufacturer.

- Flush centrifuge through the feed pipe before shutting down. The flushing time and the type of cleaning fluid are product dependent. In most cases, the use of solids-free centrate will be adequate. Additional rinsing nozzles for cleaning the housing, the bowl exterior, and the scroll interior can be installed if requested.
- Lubricate system per manufacturer's O&M manual which can be found on the Flottweg website.
- No more than one unit can be down at one time during maintenance operations.

Each facility is a locked, secure facility. Access will need to be arranged at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance.

The condition of and the decision to replace components outside of the scope of work will be determined at the discretion of the Unified Government's representative. An estimated repair cost must be prepared and submitted to the Unified Government's representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the Unified Government's representative.

# SAMPLERS AND ANALYZERS

## Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for six (6) samplers and twenty-three (23) analyzers owned and operated by the Environmental Services Division.

The selected Contractor must provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract will consist primarily of inspections, maintenance, and repairs. Bid proposals for inspection must be a fixed price as indicated on the proposal form. Cost proposals for maintenance and repair will be based on labor and materials pricing as described in this document.

## Compliance Requirements

### Licensing, Accreditation and Registration

The contractor must use only skilled licensed and certified maintenance technicians who are fully experienced in sampler maintenance and repair. The Contractor must provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services.

## Equipment Location & Descriptions

**Samplers**

| Address | Location | Manufacturer | Model | Serial Number |
|---|---|---|---|---|
| **50 Market St** | TP-01 Primary Clarifier Complex (Outdoors) | Teledyne | ISCO 5800 | 220E00018 |
| | TP-01 UV Disinfection Building (Indoors) | Teledyne | ISCO 5800 | 220E00022 |
| **9404 Main St** | TP-06 Headworks (Outdoors) | Hach | AS950 AWRS | 211740501645 |
| | TP-06 UV Disinfection Building (Indoors) | Hach | AS950 AWRS | 211730019861 |
| **2443 S 88th St** | TP-20 Headworks (Indoors) | Teledyne | ISCO 5800 | 220D01742 |

| | | | | |
|---|---|---|---|---|
| | TP-20 UV Basin (Outdoors) | Teledyne | ISCO 5800 | 220D01741 |

## Scope of Work

The contractor will perform the following, but not limited to, services per the manufacturer's manual. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended by the manufacturer. In performance of the work, the Contractor must perform all maintenance activities as recommended by the manufacturer.

- Inspect the pump.
- Inspect the pump housing and rollers.
- Clean or replace the wetted parts (bottles, suction line, strainer, pump tube, and discharge tube).
- Clean the sampler

Each facility is a locked, secure facility. Access will need to be arranged at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance.

The condition of and the decision to replace components outside of the scope of work will be determined at the discretion of the Unified Government's representative. An estimated repair cost must be prepared and submitted to the Unified Government's representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the Unified Government's representative.

## Equipment Location & Descriptions

### Analyzers

| Address | Location | Manufacturer | Model |
|---|---|---|---|
| 9404 Main St | TP-06 GRAS Basin 1 | Hach | Amtax sc |
| | TP-06 GRAS Basin 1 | Hach | LDO - 9020000 |
| | TP-06 GRAS Basin 1 | Hach | Nitratax plus sc |
| | TP-06 GRAS Basin 1 | Hach | DRD1P5 |
| | TP-06 GRAS Basin 1 | Hach | Phosphax sc |
| | TP-06 GRAS Basin 1 | Hach | DPD1P1 |
| | TP-06 GRAS Basin 1 | Hach | Solitax sc |
| | TP-06 GRAS Basin 2 | Hach | Amtax sc |
| | TP-06 GRAS Basin 2 | Hach | LDO - 9020000 |
| | TP-06 GRAS Basin 2 | Hach | Nitratax plus sc |
| | TP-06 GRAS Basin 2 | Hach | DRD1P5 |
| | TP-06 GRAS Basin 2 | Hach | Phosphax sc |
| | TP-06 GRAS Basin 2 | Hach | DPD1P1 |
| | TP-06 GRAS Basin 2 | Hach | Solitax sc |
| | TP-06 GRAS Basin 3 | Hach | Amtax sc |
| | TP-06 GRAS Basin 3 | Hach | LDO - 9020000 |
| | TP-06 GRAS Basin 3 | Hach | Nitratax plus sc |
| | TP-06 GRAS Basin 3 | Hach | DRD1P5 |
| | TP-06 GRAS Basin 3 | Hach | Phosphax sc |
| | TP-06 GRAS Basin 3 | Hach | DPD1P1 |
| | TP-06 GRAS Basin 3 | Hach | Solitax sc |
| | TP-06 Sludge Buffer Tank 1 | Hach | Solitax Inline sc |
| | TP-06 Sludge Buffer Tank 3 | Hach | Solitax Inline sc |

## Scope of Work

The contractor will perform the following, but not limited to, services per the manufacturer's manual. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended by the manufacturer. In performance of the work, the Contractor must perform all maintenance activities as recommended by the manufacturer.

**Monthly.** Inspect analyzer/sensor, controller connections, mounting, cables, tubing, fittings, sample lines, reagent systems, and associated components for damage, leaks, fouling, deposits, corrosion, or abnormal wear. Clean sensors, optical surfaces, electrodes, measuring chambers, and accessible fluid paths as appropriate for the instrument. Review alarms, diagnostics, maintenance counters, calibration history, and operating trends. Verify that readings are reasonable using laboratory results, reference standards, portable instruments, or process conditions, as applicable. Calibrate or adjust the instrument when verification indicates it is necessary. Check consumables, reagents, standards, and cleaning solutions and replace as required. Document condition, readings, calibration results, maintenance performed, materials replaced, and deficiencies identified.

**Semiannual.** Perform the applicable manufacturer-recommended six-month preventive maintenance. Conduct a more thorough cleaning and inspection of internal tubing, pumps, valves, fluid-handling components, optical paths, electrodes, wipers, seals, sample systems, and measuring chambers. Replace scheduled six-month consumables and wear components. Inspect instrument performance and complete calibration or functional verification following maintenance.

**Annual.** Perform the applicable manufacturer-recommended annual preventive maintenance and replace scheduled annual wear parts and maintenance-kit components. Replace age-based components such as reference-cell solution, salt bridges, tubing, pump components, seals, wipers, or other parts where required by the manufacturer. Thoroughly clean the instrument, perform calibration or measurement verification, review instrument condition and maintenance history, and identify components approaching the end of useful life.

**Biennial / Manufacturer-Specified Extended Interval.** Perform manufacturer-required two-year or longer-interval maintenance. Replace age-limited components such as sensor caps, optical components, analyzer wear parts, or other scheduled components. Perform complete functional testing and calibration/verification after replacement.

Each facility is a locked, secure facility. Access will need to be arranged at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance.

The condition of and the decision to replace components outside of the scope of work will be determined at the discretion of the Unified Government's representative. An estimated repair cost must be prepared and submitted to the Unified Government's representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the Unified Government's representative.

# TRANSFORMERS

## Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for thirteen (13) transformers owned and operated by the Environmental Services Division.

The selected Contractor must provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract will consist primarily of inspections, maintenance, and repairs. Bid proposals for inspection must be a fixed price as indicated on the proposal form. Cost proposals for maintenance and repair will be based on labor and materials pricing as described in this document.

## Compliance Requirements

### Licensing, Accreditation and Registration

The contractor must use only skilled licensed and certified maintenance technicians who are fully experienced in transformer maintenance and repair. The Contractor must provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services.

## Equipment Location & Descriptions

| Address | Location | Manufacturer | Model | Serial Number |
|---|---|---|---|---|
| **50 Market St** | TP-01 Admin Building | Westinghouse | MPC Oil Filled | PCT 7562-01 |
| | TP-01 Primary Clarifier Complex | Unknown | Unknown | Unknown |
| | TP-01 Primary Clarifier Complex | Unknown | Unknown | Unknown |
| | TP-01 O2 Building | Westinghouse | MPC Oil Filled | PCT 2850-0103 |
| | TP-01 O2 Building | Westinghouse | MPC Oil Filled | PCT 2850-0102 |
| | TP-01 Secondary Building | Westinghouse | MPC Oil Filled | PCT 2850-0101 |
| | TP-01 Secondary Clarifier Complex | Westinghouse | MPC Oil Filled | PCT 7560-02 |
| | TP-01 Secondary Clarifier Complex | Cutler-Hammer | Unknown | PDH-0991 |

| Address | Location | Manufacturer | Model | Serial Number |
|---|---|---|---|---|
| **50 Market St** | TP-01 Secondary Clarifier Complex | Cutler-Hammer | Unknown | PDH-0979 |
| | TP-01 Secondary Clarifier Complex | Westinghouse | MPC Oil Filled | PCT 7560-01 |
| | TP-01 Final Solids Building | Gould – ABB Group | Unknown | Unknown |
| | TP-01 Biosolids Dewatering Building | Unknown | Unknown | Unknown |
| | TP-01 Digestor | Westinghouse | MPC Oil Filled | PCT 7651-01 |

## Scope of Work

The contractor must perform the following, but not limited to, services at timeframes specified. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended by the manufacturer. In performance of the work, the Contractor must perform all maintenance activities as recommended by the manufacturer.

**Quarterly**

- Bushings (clean them and replace if they have cracked)
- Oil in transformer (not just the levels this time. Quarterly you should check the dielectric strength and water content of the oil. The quality may need to be restored.)

**Annually**

- Oil in the diverter switch of OLTC
- Oil in the transformer (this time check the acidity resistivity, tan delta and sludge. It may need to be filtered or replaced entirely)
- Oil-filled condenser bushing
- Gasket joints (may need to be tightened to avoid uneven pressure)
- Cable boxes
- Relays alarm and other circuits
- Painting

Each facility is a locked, secure facility. Access will need to be arranged at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance.

The condition of and the decision to replace components outside of the scope of work will be determined at the discretion of the Unified Government's representative. An estimated repair cost must be prepared and submitted to the Unified Government's representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the Unified Government's representative.

# UV DISINFECTION SYSTEMS

## Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for five (5) UV disinfection systems owned and operated by the Environmental Services Division.

The selected Contractor must provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract will consist primarily of inspections, maintenance, and repairs. Bid proposals for inspection must be a fixed price as indicated on the proposal form. Cost proposals for maintenance and repair will be based on labor and materials pricing as described in this document.

## Compliance Requirements

### Licensing, Accreditation and Registration

The contractor must use only skilled licensed and certified maintenance technicians who are fully experienced in UV disinfection system maintenance and repair. The Contractor must provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services.

## Equipment Location & Descriptions

| Address | Location | Manufacturer | Model | Serial Number |
|---|---|---|---|---|
| **50 Market Street** | TP-01 UV Building – Channel 1 Bank 1 | TrojanUV | Trojan 3000 Plus | TL240913073001 |
| | TP-01 UV Building – Channel 1 Bank 2 | TrojanUV | Trojan 3000 Plus | TL240913665001 |
| | TP-01 UV Building – Channel 2 Bank 1 | TrojanUV | Trojan 3000 Plus | TL240913581001 |
| | TP-01 UV Building – Channel 2 Bank 2 | TrojanUV | Trojan 3000 Plus | TL240913695001 |
| | TP-01 UV Building – Channel 3 Bank 1 | TrojanUV | Trojan 3000 Plus | TL240913629001 |
| | TP-01 UV Building – Channel 3 Bank 2 | TrojanUV | Trojan 3000 Plus | TL240913723001 |
| **4500 Brenner Dr** | TP-03 UV Dry Pit | TrojanUV | Trojan 3000PTP | UVM23601355 |
| | TP-03 UV Dry Pit | TrojanUV | Trojan 3000PTP | UVM23601354 |

| Address | Location | Manufacturer | Model | Serial Number |
|---|---|---|---|---|
| **9404 Main St** | TP-06 UV Disinfection Building – Module 1A | TrojanUV | TrojanUV Sigma | System 810143 |
| | TP-06 UV Disinfection Building – Module 1B | TrojanUV | TrojanUV Sigma | |
| | TP-06 UV Disinfection Building – Module 1C | TrojanUV | TrojanUV Sigma | |
| | TP-06 UV Disinfection Building – PDC Cabinet | TrojanUV | TrojanUV Sigma | |
| **7112 Holliday Dr** | TP-14 UV Dry Pit | TrojanUV | Trojan 3000 Plus | Unknown |
| | TP-14 UV Dry Pit | TrojanUV | Trojan 3000 Plus | Unknown |
| **2443 S 88th St** | TP-20 UV Dry Pit – Channel 1A | TrojanUV | Trojan 3000 Plus | TL220617724001 |
| | TP-20 UV Dry Pit – Channel 1B | TrojanUV | Trojan 3000 Plus | TL220617684001 |
| | TP-20 UV Dry Pit – Channel 3A | TrojanUV | Trojan 3000 Plus | TL220617781001 |
| | TP-20 UV Dry Pit – Channel 3B | TrojanUV | Trojan 3000 Plus | TL220617545001 |

## Scope of Work

The contractor will perform the following, but not limited to, services on an annual basis based on the manufacturer O&M manual. In performance of the work, the Contractor must perform all maintenance activities as recommended by the manufacturer.

Each facility is a locked, secure facility. Access will need to be arranged at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance.

The condition of and the decision to replace components outside of the scope of work will be determined at the discretion of the Unified Government's representative. An estimated repair cost must be prepared and submitted to the Unified Government's representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the Unified Government's representative.

# INSPECTION, PREVENTIVE MAINTENANCE, AND CORRECTIVE MAINTENANCE
# BID PROPOSAL

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY / KANSAS CITY, KANSAS**

**B I D P R O P O S A L - I N S P E C T I O N, P R E V E N T I V E M A I N T E N A N C E, A N D C O R R E C T I V E M A I N T E N A N C E**

To: The Unified Government of Wyandotte County/Kansas City, Kansas

Bid Proposal of _____
(hereinafter called "Offeror") organized and existing under the laws of the State of

_____, doing business as _____

_____.

1. In compliance with the Request for Proposal, the undersigned Offeror hereby proposes to furnish all material, tools, labor and equipment and to perform all Work necessary to construct and complete the Project known as:

   **Project Name: On-Call Wastewater, Stormwater, and Flood Management Facility Maintenance**
   **Project ID: RFP R43262**

   in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated herein.

2. By submission of this Bid Proposal, each Offeror certifies that:

   A. The price submitted is independently arrived at without collusion.

   B. The Offeror has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas.

   C. The Offeror has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 29-635 (Gratuities and Kickbacks) of the Procurement Code.

   D. The Offeror represents that he has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

3. Offeror acknowledges receipt of the following Amendment(s):

_____

_____

_____

4. Offeror agrees to furnish all materials, labor, tools, equipment and perform all the Work described in the Contract Documents for the following prices:

*(Listed on attached table)*

Respectfully submitted,

By _____ _____ SEAL
Signature Date

_____
Title

Offeror's form of business is:

Attest _____ _____An INDIVIDUAL,
(Corporations only) residing in the State of _____

_____ _____A PARTNERSHIP,
Business Address organized in the State of _____

_____ _____A CORPORATION,
License Number (if applicable) incorporated in the State of _____

**Table A: Air Compressor Preventive Maintenance Proposal Form[1]**

| Item # | Address | Location | Manufacturer | Model | Serial Number | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|---|
| 1 | 50 Market St | TP01 Admin Building | Champion | HR10-12 | 292550 | LS | 1 | $ |
| 2 | | TP01 Construction Building | Emqlo | R5B-80 | 430801 | LS | 1 | $ |
| 3 | | TP01 Digestor | Gardner Denver | EJBRGB-BBBAB9B | M51818 | LS | 1 | $ |
| 4 | | TP01 O2 Building | Gardner Denver | Unknown | Unknown | LS | 1 | $ |
| 5 | | TP01 O2 Building | Gardner Denver | EJBRGB-BBCAB9C | M56906 | LS | 1 | $ |
| 6 | | TP01 O2 Building | Ingersoll Rand | SSR-UP6-30-125 | CBV380388 | LS | 1 | $ |
| 7 | | TP01 Secondary Building | Gardner Denver | AVLRLB-A15035A | A15035 | LS | 1 | $ |
| 8 | 2443 S 88th St | TP20 Admin Building | Quincy | 350 -18 | 105477L | LS | 1 | $ |
| 9 | | TP20 Final Solids | Gardner Denver | R70, 20HP, Simplex | R70A17721 | LS | 1 | $ |
| 10 | | TP20 H & O Building | Emqlo | GU (2LC3C-80) | B010998196 (012688105) | LS | 1 | $ |
| 11 | | TP20 Pump & Blower Building | Ingersoll Rand | 2340L5-V (2340) | CBV380324 (NAR10174944) | LS | 1 | $ |
| | | | | | | | **Total Amount** | $ |

[1] Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

**Table B: Backflow Preventer Preventive Maintenance Proposal Form(1)**

| Item # | Address | Location | Make | Model | Serial Number | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|---|
| 1 | 2400 Strong Ave | FPS-02 | Watts | Unknown | Unknown | LS | 1 | $ |
| 2 | | FPS-02 | Watts | RPZ | Unknown | LS | 1 | $ |
| 3 | 9 Shawnee Ave | FPS-10 | Watts | 009M2QT | 243904 | LS | 1 | $ |
| 4 | 1137 S 5th St | FPS-11 | Watts | 909QT | 624640 | LS | 1 | $ |
| 5 | 1171 S 12th St | FPS-13 | Watts | 009-M2QT | 251653 | LS | 1 | $ |
| 6 | 295 Central Ave | FPS-16 | Watts | Unknown | Unknown | LS | 1 | $ |
| 7 | 314 Central Ave | PS-01 | Watts | Unknown | Unknown | LS | 1 | $ |
| 8 | 300 N James St | PS-02 | Watts | 909 MI | 324081 | LS | 1 | $ |
| 9 | 1520 N 2nd St | PS-03 | Watts | Unknown | Unknown | LS | 1 | $ |
| 10 | 8260 Kaw Dr | PS-06 | Watts | Unknown | Unknown | LS | 1 | $ |
| 11 | 5830 Inland Dr | PS-18 | Watts | 123201 | Unknown | LS | 1 | $ |
| 12 | 3252 N 91st St | PS-41 | Watts | Unknown | Unknown | LS | 1 | $ |
| 13 | 9920 Woodend Rd | PS-44 | Watts | 9 | Unknown | LS | 1 | $ |
| 14 | 401 N 57th St | PS-45 | Watts | Unknown | Unknown | LS | 1 | $ |
| 15 | 11740 State Ave | PS-64 | Wilkins | Unknown | Unknown | LS | 1 | $ |
| 16 | 12898 State Ave | PS-65 | Watts | Unknown | Unknown | LS | 1 | $ |
| 17 | 11051 Hollingsworth Rd | PS-66 | Febco | 860 | H16022 | LS | 1 | $ |
| 18 | 3306 N 128th St | PS-67 | Wilkins | 975XL | 1753697 | LS | 1 | $ |
| 19 | 13701 Leavenworth Rd | PS-86 | Unknown | Unknown | Unknown | LS | 1 | $ |

**Table B: Backflow Preventer Preventive Maintenance Proposal Form (con'd) (1)**

| Item # | Address | Location | Make | Model | Serial Number | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|---|
| **20** | **10421 Donahoo Road** | PS-89 | Watts | Unknown | Unknown | LS | 1 | $ |
| **21** | | PS-89 | Watts | Unknown | Unknown | LS | 1 | $ |
| **22** | | PS-89 | Watts | Unknown | Unknown | LS | 1 | $ |
| **23** | **50 Market St** | TP01 Admin Building | Unknown | Unknown | Unknown | LS | 1 | $ |
| **24** | | TP01 Admin Building | Watts | Unknown | Unknown | LS | 1 | $ |
| **25** | | TP01 Admin Building | Watts | Unknown | LF007QT | LS | 1 | $ |
| **26** | | TP01 Admin Building | Unknown | Unknown | Unknown | LS | 1 | $ |
| **27** | | TP01 Admin Building | Watts | Unknown | Unknown | LS | 1 | $ |
| **28** | | TP01 Biosolids Dewatering | Unknown | Unknown | Unknown | LS | 1 | $ |
| **29** | | TP01 Digestor | Watts | Unknown | Unknown | LS | 1 | $ |
| **30** | | TP01 Digestor | Watts | Unknown | Unknown | LS | 1 | $ |
| **31** | | TP01 Digestor | Febco | Unknown | Unknown | LS | 1 | $ |
| **32** | | TP01 Final Solids Building | Watts | Unknown | Unknown | LS | 1 | $ |
| **33** | | TP01 Final Solids Building | Watts | Unknown | Unknown | LS | 1 | $ |
| **34** | | TP01 Kaw Point Treatment Plant | Conbraco | Unknown | H3880 | LS | 1 | $ |
| **35** | | TP01 Kaw Point Treatment Plant | Febco | Unknown | 805Y | LS | 1 | $ |

**Table B: Backflow Preventer Preventive Maintenance Proposal Form (con'd) (1)**

| Item # | Address | Location | Make | Model | Serial Number | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|---|
| **36** | **50 Market St** | TP01 Kaw Point Treatment Plant | Watts | Unknown | 7 | LS | 1 | $ |
| **37** | | TP01 Kaw Point Treatment Plant | Watts | WATTS | 9 | LS | 1 | $ |
| **38** | | TP01 Kaw Point Treatment Plant | Febco | FEBCO | 825Y | LS | 1 | $ |
| **39** | | TP01 Kaw Point Treatment Plant | Watts | Watts | 7 | LS | 1 | $ |
| **40** | | TP01 Primary | Watts | Unknown | 009 M2 QT | LS | 1 | $ |
| **41** | | TP01 Primary | Hersey | Hersey/Grinnell | 6CM | LS | 1 | $ |
| **42** | | TP01 Primary | Hersey | HERSEY GRINNELL | 6CM | LS | 1 | $ |
| **43** | **9404 Main St** | TP05 Admin Building | Watts | Unknown | LF909 M101 | LS | 1 | $ |
| **44** | **7112 Holliday Dr** | TP14 Treatment Plant | Watts | CASH ACME | RP 100 | LS | 1 | $ |
| **45** | | TP14 Treatment Plant | Watts | Unknown | 9 | LS | 1 | $ |
| **46** | **2443 S 88th St** | TP20 Final Solids | Unknown | Unknown | Unknown | LS | 1 | $ |
| **47** | | TP20 Final Solids | Watts | Unknown | Unknown | LS | 1 | $ |
| **48** | | TP20 Final Solids | Watts | Unknown | Unknown | LS | 1 | $ |
| **49** | | TP20 H & O Building | Unknown | Unknown | Unknown | LS | 1 | $ |

**Table B: Backflow Preventer Preventive Maintenance Proposal Form (con'd)** [1]

| Item # | Address | Location | Make | Model | Serial Number | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|---|
| **50** | **2443 S 88th St** | TP20 Pump & Blower Building | Watts | Unknown | Unknown | LS | 1 | $ |
| **51** | | TP20 Pump & Blower Building | Watts | Unknown | Unknown | LS | 1 | $ |
| **52** | | TP20 Treatment Plant | Febco | FEBCO | 825YD | LS | 1 | $ |
| | | | | | | | **Total Amount** | $ |

[1] Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

**Table C: Cranes & Hoists Preventive Maintenance Proposal Form[1]**

| Item # | Address | Location | Make | Model | Serial Number | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|---|
| **1** | **50 Market St** | TP01 Admin Building | Chester | Unknown | Unknown | LS | 1 | $ |
| **2** | | TP01 Admin Building | Kone Cranes | Unknown | Unknown | LS | 1 | $ |
| **3** | | TP01 Admin Building | Quantum | Unknown | Unknown | LS | 1 | $ |
| **4** | | TP01 Biosolids Dewatering | R & M | 3 ton | Anchor | LS | 1 | $ |
| **5** | | TP01 Maintenance Building | RAN | 2 ton | Unknown | LS | 1 | $ |
| **6** | | TP01 Maintenance Building | Round Superior | 2 ton | Unknown | LS | 1 | $ |
| **7** | | TP01 Maintenance Building | Kone | 2 ton | Unknown | LS | 1 | $ |
| **8** | | TP01 O2 Building | Chester | 1 ton | Unknown | LS | 1 | $ |
| **9** | | TP01 Primary | Shaw-Box | 1/2 ton | No crane | LS | 1 | $ |
| **10** | | TP01 Primary | Shaw-Box | Unknown | Unknown | LS | 1 | $ |
| **11** | | TP01 Secondary Building | ROSS | 2 ton | Tiger Track | LS | 1 | $ |
| **12** | | TP01 Secondary Building | R & M | 3 ton | Unknown | LS | 1 | $ |
| **13** | | TP01 Secondary Building | R & M | 1 ton | UESCO | LS | 1 | $ |
| **14** | | TP01 Secondary Building | R & M | 1 ton | UESCO | LS | 1 | $ |
| **15** | | TP01 UV Building | ACCO Wright | 1/2 ton | Unknown | LS | 1 | $ |

**Table C: Cranes & Hoists Preventive Maintenance Proposal Form (con'd) (1)**

| Item # | Address | Location | Make | Model | Serial Number | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|---|
| **16** | **50 Market St** | TP01 UV Building | ACCO Wright | 1/2 ton | Unknown | LS | 1 | $ |
| **17** | | TP01 UV Building | Louden | Unknown | Unknown | LS | 1 | $ |
| **18** | **7112 Holliday Dr** | TP14 Clarifier Hut | Duffy Lynx | Unknown | Unknown | LS | 1 | $ |
| **19** | **2443 S 88th St** | TP20 Final Solids | Budgit | Unknown | Unknown | LS | 1 | $ |
| **20** | | TP20 Final Solids | CM | 3 ton | Progressive | LS | 1 | $ |
| **21** | | TP20 H & O Building | Budgit | 1 ton | Unknown | LS | 1 | $ |
| **22** | | TP20 H & O Building | Yale | Unknown | Unknown | LS | 1 | $ |
| **23** | | TP20 H & O Building | Unknown | Unknown | Unknown | LS | 1 | $ |
| **24** | | TP20 H & O Building | Unknown | Unknown | Unknown | LS | 1 | $ |
| **25** | | TP20 Pump & Blower Building | Budgit | 3 ton | Progressive | LS | 1 | $ |
| **26** | | TP20 UV Basin | Chester | 1 ton | Unknown | LS | 1 | $ |
| **27** | | TP20 UV Basin | Thern | Unknown | Unknown | LS | 1 | $ |
| **28** | | TP20 UV Basin | Thern | Unknown | Unknown | LS | 1 | $ |
| **29** | **10 Market St** | FPS-01 | Coffing | Unknown | Unknown | LS | 1 | $ |
| **30** | **9 Shawnee Ave** | FPS-10 | Dresser | Unknown | Unknown | LS | 1 | $ |
| **31** | | FPS-10 | BUDGIT | Unknown | Unknown | LS | 1 | $ |
| **32** | **1137 S 5th St** | FPS-11 | BUDGIT | 3 ton | Loadlifter | LS | 1 | $ |

**Table C: Cranes & Hoists Preventive Maintenance Proposal Form (con'd) (1)**

| Item # | Address | Location | Make | Model | Serial Number | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|---|
| **33** | **2105 Osage Ave** | FPS-14 | Philadelphia | 3 ton | Unknown | LS | 1 | $ |
| **34** | **314 Central Ave** | PS-01 | BUDGIT | 4 ton | Unknown | LS | 1 | $ |
| **35** | | PS-01 | Philadelphia | 3 ton | Unknown | LS | 1 | $ |
| **36** | | PS-01 | 3M | Unknown | Unknown | LS | 1 | $ |
| **37** | **300 N James St** | PS-02 | CM | Unknown | Unknown | LS | 1 | $ |
| **38** | | PS-02 | Harrington | 2 ton | Unknown | LS | 1 | $ |
| **39** | **1520 N 2nd St** | PS-03 | Yale hoists | Unknown | Accent | LS | 1 | $ |
| **40** | | PS-03 | CM | Unknown | Unknown | LS | 1 | $ |
| **41** | **3770 Fairbanks Ave** | PS-04 | CM Loadstar | Unknown | Unknown | LS | 1 | $ |
| **42** | **5091 Kansas Ave** | PS-05 | CM Loadstar | Unknown | Gorbel | LS | 1 | $ |
| **43** | **8260 Kaw Dr** | PS-06 | Yale hoists | Unknown | Unknown | LS | 1 | $ |
| **44** | | PS-06 | ACCO Wright | 3 ton | Handling Systems | LS | 1 | $ |
| **45** | **800 N 41st St** | PS-09 | Yale | 1/2 ton | Unknown | LS | 1 | $ |
| **46** | | PS-09 | Budgit | 10 ton | Loadlifter | LS | 1 | $ |
| **47** | **5830 Inland Dr** | PS-18 | Unknown | Unknown | Unknown | LS | 1 | $ |
| **48** | | PS-18 | Crane America Services | Unknown | Unknown | LS | 1 | $ |
| **49** | **3252 N 91st St** | PS-41 | ACCO Wright | 3 ton | Unknown | LS | 1 | $ |

**Table C: Cranes & Hoists Preventive Maintenance Proposal Form (con'd)** [1]

| Item # | Address | Location | Make | Model | Serial Number | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|---|
| **50** | **3252 N 91st St** | PS-41 | Gorbel | Unknown | Unknown | LS | 1 | $ |
| **51** | | PS-41 | Gorbel | Unknown | Unknown | LS | 1 | $ |
| **52** | **9920 Woodend Rd** | PS-44 | Abell-Howe | Unknown | Unknown | LS | 1 | $ |
| **53** | **3401 Fairfax Trwy** | PS-51 | Coffing | Unknown | Unknown | LS | 1 | $ |
| **54** | **13701 Leavenworth Rd** | PS-86 | Unknown | Unknown | Unknown | LS | 1 | $ |
| **55** | **10421 Donahoo Rd** | PS-89 | Thern | Unknown | Unknown | LS | 1 | $ |
| **56** | | PS-89 | Yale | 2 ton | Unknown | LS | 1 | $ |
| **57** | | PS-89 | Yale | 2 ton | Unknown | LS | 1 | $ |
| **58** | | PS-89 | Yale | 2 ton | Unknown | LS | 1 | $ |
| | | | | | | | **Total Amount** | $ |

[1] Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

**Table D: Elevator Preventive Maintenance Proposal Form[1]**

| Item # | Address | Location | Manufacturer | Model | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|
| **1** | **50 Market St** | TP01 Admin Building | Montgomery Elevator Co | CP40541 | LS | 1 | $ |
| **2** | **314 Central Ave** | PS-01 | Barnes Co. Inc. | Unknown | LS | 1 | $ |
| **3** | **300 N James St** | PS-02 | Barnes Co. Inc. | Unknown | LS | 1 | $ |
| **4** | **1520 N 2nd St** | PS-03 | Barnes Co. Inc. | Unknown | LS | 1 | $ |
| **5** | **8260 Kaw Dr** | PS-06 | Ecodyne | Unknown | LS | 1 | $ |
| **6** | **625 Metropolitan Ave** | PS-40 | Smith & Loveless Inc. | Unknown | LS | 1 | $ |
| **7** | **3252 N 91st St** | PS-41 | Inclinator | Unknown | LS | 1 | $ |
| **8** | **3401 Fairfax Trwy** | PS-51 | Usemco | Unknown | LS | 1 | $ |
| **9** | **10421 Donahoo Rd** | PS-89 | Usemco | Unknown | LS | 1 | $ |
| | | | | | | **Total Amount** | $ |

[1] Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

**Table E: Generators Preventive Maintenance Proposal Form[1]**

| Item # | Address | Location | Manufacturer | Model | Serial Number | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|---|
| 1 | 9404 Main St | TP-06 Headworks | MTU | Unknown | 12V2000 DS750 | LS | 1 | $ |
| 2 | 2400 Strong Ave | FPS-02 | Caterpillar | C-18 | Unknown | LS | 1 | $ |
| 3 | 1197 S Mill St | FPS-12 | Caterpillar | C-18 | Unknown | LS | 1 | $ |
| 4 | 11800 Polfer Rd | PS-16 | Eaton | Unknown | Unknown | LS | 1 | $ |
| 5 | 5425 N 99th St | PS-70 | MTU | Unknown | 10V1600 DS 450 | LS | 1 | $ |
| 6 | 12708 Hubbard Rd | PS-78 | Cummins | Unknown | Unknown | LS | 1 | $ |
| 7 | 13701 Leavenworth Rd | PS-86 | American Standard | Unknown | Unknown | LS | 1 | $ |
| | | | | | | | Total Amount | $ |

[1] Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

**Table F: HVAC Equipment Preventive Maintenance Proposal Form(1)**

| Item # | Address | Location | Make | Model | Serial Number | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|---|
| **1** | **50 Market St** | TP01 Admin Building | McQuay International | OAH017GDAC | FBOU060600131 | LS | 1 | $ |
| **2** | | TP01 Admin Building | Temtrol | BZ-27SX | 10513 | LS | 1 | $ |
| **3** | | TP01 Admin Building | Trane | CGAFC504AKA1000DE00 | C05G06285 | LS | 1 | $ |
| **4** | | | | 00N00000000 | | LS | 1 | $ |
| **5** | | TP01 Admin Building | York | D1EB018A06A | NLEM126335 | LS | 1 | $ |
| **6** | | TP01 Admin Building | York | YCAL0022EE46XEBSDTXAXXR | 11551C96808890 | LS | 1 | $ |
| **7** | | | | LXXXX44XX1XXXXXXXSXXXBX | | LS | 1 | $ |
| **8** | | | | X7XXBXXNXXXXXX | | LS | 1 | $ |
| **9** | | TP01 Biosolids Dewatering | Carrier | 38AUDB12A0M6A0A0A0 | 1716C90171 | LS | 1 | $ |
| **10** | | TP01 Construction Building | Lennox | C33-49C-2F-6 | 6011E27332 | LS | 1 | $ |
| **11** | | TP01 O2 Basin | Carrier | 40RM-024--B600HC | 3099F36445 | LS | 1 | $ |
| **12** | | TP01 Primary | Carrier | Unknown | 1316P50986 | LS | 1 | $ |
| **13** | | TP01 Secondary Building | York | ZYG08E4B3AA1A111A4 | N2E3675603 | LS | 1 | $ |

**Table F: HVAC Equipment Preventive Maintenance Proposal Form (con'd)** [1]

| Item # | Address | Location | Make | Model | Serial Number | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|---|
| **14** | **50 Market St** | TP01 Sewer Maintenance Building | Lennox | CBA25UH-060-230-02 | 1523B57033 | LS | 1 | $ |
| **15** | | TP01 Sewer Maintenance Building | Lennox | ELA090S4D-1Y | 5621A01121 | LS | 1 | $ |
| **16** | **9404 Main St** | TP05 Admin Building | York | Unknown | Unknown | LS | 1 | $ |
| **17** | | TP05 Admin Building | York | Unknown | Unknown | LS | 1 | $ |
| **18** | **2443 S 88th St** | TP20 Admin Building | AAON Coil Products | V3-CLB-3-0-142B-3FS | 201401-CJEC01855 | LS | 1 | $ |
| **19** | | TP20 H&O Building | Lennox | Unknown | Unknown | LS | 1 | $ |
| **20** | | TP20 H&O Building | Lennox | CBX32M-048-460-6-05 | 1613E19528 | LS | 1 | $ |
| **21** | **3252 N 91st St** | PS-41 | Ameristar Heating and Cooling | M4AH3030B1000AA | 132810484M | LS | 1 | $ |
| **22** | **402 N 57th St** | PS-45 | Pentair | CR430B26GC24 | 16D14855-25-A | LS | 1 | $ |
| **23** | **10421 Donahoo Rd** | PS-89 | American Standard | 300 HEF | 299SG99572-00/0000701 | LS | 1 | $ |
| | | | | | | | **Total Amount** | $ |

[1] Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

**Table G: Roofs Preventive Maintenance Proposal Form(1)**

| Item # | Address | Location | Roof Square Footage | Roof Type | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|
| **1** | **1** | Primary Clarifier Complex - Control Room | 5122 | "Built-up" "Single ply,Fastened" | EA | 1 | $ |
| **2** | **1A** | Primary Clarifier Complex - East Catwalk | 981 | "Built-up" | EA | 1 | $ |
| **3** | **1B** | Primary Clarifier Complex - West Catwalk | 847 | "Built-up" | EA | 1 | $ |
| **4** | **2** | Final Clarifier Complex (2 - High) | 4149 | "Built-up" | EA | 1 | $ |
| **5** | **3** | UV Disinfection Building | 3148 | "Single ply,Fastened" | EA | 1 | $ |
| **6** | **4** | Oxygen Production Building | 5594 | "Built-up" | EA | 1 | $ |
| **7** | **6** | Gas Purification Building | 780 | "Built-up" | EA | 1 | $ |
| **8** | **7** | Storage Building | 3280 | "Metal" | EA | 1 | $ |
| **9** | **8** | Maintenance Building | 1612 | "Metal" | EA | 1 | $ |
| **10** | **9** | Old Switchgear Building | 889 | "Built-up" "Metal" | EA | 1 | $ |
| **11** | **10** | Administration & Maintenance Building | 8594 | "Single ply,Fastened" | EA | 1 | $ |
| **12** | **10A** | Administration & Maintenance Building | 8413 | "Single ply,Fastened" | EA | 1 | $ |
| **13** | **11** | Lab Building | 3992 | "Single ply,Fastened" | EA | 1 | $ |

**Table G: Roofs Preventive Maintenance Proposal Form (con'd) (1)**

| Item # | Address | Location | Roof Square Footage | Roof Type | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|
| **14** | **13** | Solids Processing Building | 14594 | "Built-up" | EA | 1 | $ |
| **15** | **14A** | Operations & Maintenance Building | 12160 | "Metal" | EA | 1 | $ |
| **16** | **14B** | Operations & Maintenance Building | 6156 | "Metal" | EA | 1 | $ |
| **17** | **15** | Stairwell No. 1 | 200 | "Single ply,Fastened" | EA | 1 | $ |
| **18** | **16** | Stairwell No. 2 | 200 | "Single ply,Fastened" | EA | 1 | $ |
| **19** | **17** | Stairwell No. 3 | 200 | "Single ply,Fastened" | EA | 1 | $ |
| **20** | **18** | Grit Building | 2173 | "Built-up" | EA | 1 | $ |
| **21** | **2443 S 88th St** | TP20 Administration Building | 2400 | Unknown | EA | 1 | $ |
| **22** | | TP20 Pump and Blower Building | 1800 | Unknown | EA | 1 | $ |
| **23** | | TP20 Headworks & Operations Building | 1650 | Unknown | EA | 1 | $ |
| **24** | | TP20 Solids Processing Building | 2150 | Unknown | EA | 1 | $ |
| **25** | | Treatment Plant No. 20 - S. 88th Street (Off K-32) | 1680 | "Metal" | EA | 1 | $ |
| **26** | | New Switchgear | 889 | "Metal" | EA | 1 | $ |
| **27** | **300 N 4th St** | PS-01 | 2088 | "Built-up" | EA | 1 | $ |
| **28** | **5830 Inland Dr** | PS-18 | 762 | "Single ply,Fastened" | EA | 1 | $ |

**Table G: Roofs Preventive Maintenance Proposal Form (con'd)** [1]

| Item # | Address | Location | Roof Square Footage | Roof Type | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|
| **29** | **300 N James St** | PS-02 | 1156 | "Built-up" | EA | 1 | $ |
| **30** | **1520 N 2nd St** | PS-03 | 1080 | "Built-up" | EA | 1 | $ |
| **31** | **3252 N 91st St** | PS-41 | 1292 | "Sloped Shingle" | EA | 1 | $ |
| **32** | **10421 Donahoo Rd** | PS-89 | 800 | "Single ply,Fastened" | EA | 1 | $ |
| **33** | **8260 Kaw Dr** | PS-06 | 1344 | "Built-up" | EA | 1 | $ |
| **34** | **11740 State Ave** | PS-64 | 293 | "Modified Bitumen" | EA | 1 | $ |
| **35** | **12898 State Ave** | PS-65 | 293 | "Modified Bitumen" | EA | 1 | $ |
| **36** | **5611 Kaw Dr** | PS-07 | 600 | "Metal" | EA | 1 | $ |
| **37** | **10 Market St** | FPS-01 | 460 | "Single ply,Fastened" | EA | 1 | $ |
| **38** | **2400 Strong Ave** | FPS-02 | 600 | "Metal" | EA | 1 | $ |
| **39** | **9 Shawnee Ave** | FPS-10 | 600 | Unknown | EA | 1 | $ |
| **40** | **1137 S 5th St** | FPS-11 | 600 | "Built-up" | EA | 1 | $ |
| **41** | **1197 S Mill St** | FPS-12 | 600 | "Single ply,Fastened" | EA | 1 | $ |
| **42** | **1171 S 12th St** | FPS-13 | 600 | "Metal" | EA | 1 | $ |
| **43** | **2105 Osage Ave** | FPS-14 | 600 | "Built-up" | EA | 1 | $ |
| **44** | **295 Central Ave** | FPS-16 | 918 | "Built-up" | EA | 1 | $ |
| **45** | **2134 Metropolitan Ave** | FPS-17 | 1500 | EDPM | EA | 1 | $ |
| | | | | | | **Total Amount** | $ |

[1] Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

**Table H: Wet Wells & Tanks Preventive Maintenance Proposal Form(1)**

| Item # | Address | Location | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|
| **1** | **314 Central Ave** | PS-01 | LS | 1 | $ |
| **2** | **300 N James St** | PS-02 | LS | 1 | $ |
| **3** | **1520 N 2nd St** | PS-03 | LS | 1 | $ |
| **4** | **8260 Kaw Dr** | PS-06 | LS | 1 | $ |
| **5** | **3252 N 91st St** | PS-41 | LS | 1 | $ |
| **6** | **3401 Fairfax Trwy** | PS-51 | LS | 1 | $ |
| **7** | **5098 Douglas Ave** | PS-57 | LS | 1 | $ |
| **8** | **13701 Leavenworth Rd** | PS-86 | LS | 1 | $ |
| **9** | **10421 Donahoo Rd** | PS-89 | LS | 1 | $ |
| **10** | **10 Market St** | FPS-01 | LS | 1 | $ |
| **11** | **2400 Strong Ave** | FPS-02 | LS | 1 | $ |
| **12** | **9 Shawnee Ave** | FPS-10 | LS | 1 | $ |
| **13** | **1137 S 5th St** | FPS-11 | LS | 1 | $ |
| **14** | **1198 S Mill St** | FPS-12 | LS | 1 | $ |
| **15** | **1171 S 12th St** | FPS-13 | LS | 1 | $ |
| **16** | **2105 Osage** | FPS-14 | LS | 1 | $ |
| **17** | **11800 Polfer Rd** | FPS-16 | LS | 1 | $ |
| **18** | **2134 Metropolitan Ave** | FPS-17 | LS | 1 | $ |
| **19** | **2443 S 88th St** | Thickened Sludge Holding Tank | LS | 1 | $ |

**Table H: Wet Wells & Tanks Preventive Maintenance Proposal Form (con'd) [1]**

| Item # | Address | Location | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|
| **20** | | Digested Sludge Holding Tank | LS | 1 | $ |
| | | | | **Total Amount** | $ |

[1] Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

**Table I: Centrifuges Preventive Maintenance Proposal Form**[1]

| Item # | Address | Location | Manufacturer | Model | Serial Number | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|---|
| 1 | 50 Market Street | TP01 Biosolids Dewatering Building | Flottweg | Decanter C5E-4/454 | 016-205-20 | LS | 1 | $ |
| 2 | | | Flottweg | Decanter C5E-4/454 | 016-206-20 | LS | 1 | $ |
| 3 | | | Flottweg | Decanter C5E-4/454 | 016-207-20 | LS | 1 | $ |
| 4 | | | Flottweg | Decanter C5E-4/454 | 016-208-20 | LS | 1 | $ |
| | | | | | | | **Total Amount** | $ |

[1] Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

**Table J: Samplers Preventive Maintenance Proposal Form(1)**

| Item # | Address | Location | Manufacturer | Model | Serial Number | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|---|
| **1** | **50 Market St** | TP01 Primary Clarifier Complex (Outdoors) | Teledyne | ISCO 5800 | 220E00018 | LS | 1 | $ |
| **2** | | TP01 UV Disinfection Building (Indoors) | Teledyne | ISCO 5800 | 220E00022 | LS | 1 | $ |
| **3** | **9404 Main St** | TP05 Headworks (Outdoors) | Hach | AS950 AWRS | 211740501645 | LS | 1 | $ |
| **4** | | TP05 UV Disinfection Building (Indoors) | Hach | AS950 AWRS | 211730019861 | LS | 1 | $ |
| **5** | **2443 S 88th St** | TP20 Headworks (Indoors) | Teledyne | ISCO 5800 | 220D01742 | LS | 1 | $ |
| **6** | | TP20 UV Basin (Outdoors) | Teledyne | ISCO 5800 | 220D01741 | LS | 1 | $ |
| | | | | | | | **Total Amount** | $ |

(1) Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

**Table K: Analyzers Preventive Maintenance Proposal Form(1)**

| Item # | Address | Location | Manufacturer | Model | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|
| **1** | **9404 Main St** | TP-06 GRAS Basin 1 | Hach | Amtax sc | LS | 1 | $ |
| **2** | | TP-06 GRAS Basin 1 | Hach | LDO - 9020000 | LS | 1 | $ |
| **3** | | TP-06 GRAS Basin 1 | Hach | Nitratax plus sc | LS | 1 | $ |
| **4** | | TP-06 GRAS Basin 1 | Hach | DRD1P5 | LS | 1 | $ |
| **5** | | TP-06 GRAS Basin 1 | Hach | Phosphax sc | LS | 1 | $ |
| **6** | | TP-06 GRAS Basin 1 | Hach | DPD1P1 | LS | 1 | $ |
| **7** | | TP-06 GRAS Basin 1 | Hach | Solitax sc | LS | 1 | $ |
| **8** | | TP-06 GRAS Basin 2 | Hach | Amtax sc | LS | 1 | $ |
| **9** | | TP-06 GRAS Basin 2 | Hach | LDO - 9020000 | LS | 1 | $ |
| **10** | | TP-06 GRAS Basin 2 | Hach | Nitratax plus sc | LS | 1 | $ |
| **11** | | TP-06 GRAS Basin 2 | Hach | DRD1P5 | LS | 1 | $ |
| **12** | | TP-06 GRAS Basin 2 | Hach | Phosphax sc | LS | 1 | $ |
| **13** | | TP-06 GRAS Basin 2 | Hach | DPD1P1 | LS | 1 | $ |
| **14** | | TP-06 GRAS Basin 2 | Hach | Solitax sc | LS | 1 | $ |

**Table K: Analyzers Preventive Maintenance Proposal Form (con'd)** [1]

| Item # | Address | Location | Manufacturer | Model | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|
| **15** | **9404 Main St** | TP-06 GRAS Basin 3 | Hach | Amtax sc | LS | 1 | $ |
| **16** | | TP-06 GRAS Basin 3 | Hach | LDO - 9020000 | LS | 1 | $ |
| **17** | | TP-06 GRAS Basin 3 | Hach | Nitratax plus sc | LS | 1 | $ |
| **18** | | TP-06 GRAS Basin 3 | Hach | DRD1P5 | LS | 1 | $ |
| **19** | | TP-06 GRAS Basin 3 | Hach | Phosphax sc | LS | 1 | $ |
| **20** | | TP-06 GRAS Basin 3 | Hach | DPD1P1 | LS | 1 | $ |
| **21** | | TP-06 GRAS Basin 3 | Hach | Solitax sc | LS | 1 | $ |
| **22** | | TP-06 Sludge Buffer Tank 1 | Hach | Solitax Inline sc | LS | 1 | $ |
| **23** | | TP-06 Sludge Buffer Tank 3 | Hach | Solitax Inline sc | LS | 1 | $ |
| | | | | | | **Total Amount** | $ |

**Table L: Transformers Preventive Maintenance Proposal Form**[1]

| Item # | Address | Location | Manufacturer | Model | Serial Number | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|---|
| **1** | **50 Market Street** | TP01 Admin Building | Westinghouse | MPC Oil Filled | PCT 7562-01 | LS | 1 | $ |
| **2** | | TP01 Primary Clarifier Complex | Unknown | Unknown | Unknown | LS | 1 | $ |
| **3** | | TP01 Primary Clarifier Complex | Unknown | Unknown | Unknown | LS | 1 | $ |
| **4** | | TP01 O2 Building | Westinghouse | MPC Oil Filled | PCT 2850-0103 | LS | 1 | $ |
| **5** | | TP01 O2 Building | Westinghouse | MPC Oil Filled | PCT 2850-0102 | LS | 1 | $ |
| **6** | | TP01 Secondary Building | Westinghouse | MPC Oil Filled | PCT 2850-0101 | LS | 1 | $ |
| **7** | | TP01 Secondary Clarifier Complex | Westinghouse | MPC Oil Filled | PCT 7560-02 | LS | 1 | $ |
| **8** | | TP01 Secondary Clarifier Complex | Cutler-Hammer | Unknown | PDH-0991 | LS | 1 | $ |
| **9** | | TP01 Secondary Clarifier Complex | Cutler-Hammer | Unknown | PDH-0979 | LS | 1 | $ |
| **10** | | TP01 Secondary Clarifier Complex | Westinghouse | MPC Oil Filled | PCT 7560-01 | LS | 1 | $ |
| **11** | | TP01 Final Solids Building | Gould – ABB Group | Unknown | Unknown | LS | 1 | $ |
| **12** | | TP01 Biosolids Dewatering Building | Unknown | Unknown | Unknown | LS | 1 | $ |
| **13** | | TP01 Digestor | Westinghouse | MPC Oil Filled | PCT 7651-01 | LS | 1 | $ |
| | | | | | | | **Total Amount** | $ |

[1] Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

**Table M: UV Disinfection Preventive Maintenance Proposal Form**[1]

| Item # | Address | Location | Manufacturer | Model | Serial Number | Pay Unit | Quantity | Price |
|---|---|---|---|---|---|---|---|---|
| **1** | **50 Market Street** | TP01 UV Building | TrojanUV | Trojan 3000 Plus | TL240913073001<br>TL240913665001<br>TL240913581001<br>TL240913695001<br>TL240913629001<br>TL240913723001 | LS | 1 | $ |
| **2** | **4500 Brenner Dr** | TP03 UV Dry Pit | TrojanUV | Trojan 3000PTP | UVM23601355<br>UVM23601354 | LS | 1 | $ |
| **3** | **9404 Main St** | TP05 UV Disinfection Building | TrojanUV | TrojanUV Signa | System 810143 | LS | 1 | $ |
| **4** | **7112 Holliday Dr** | TP14 UV Dry Pit | TrojanUV | Trojan 3000 Plus | Unknown | LS | 1 | $ |
| **5** | **2443 S 88th St** | TP20 UV Dry Pit | TrojanUV | Trojan 3000 Plus | TL220617724001<br>TL220617684001<br>TL220617781001<br>TL220617545001 | LS | 1 | $ |
| | | | | | | | **Total Amount** | $ |

[1] Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

## Corrective Maintenance Time & Material Schedule

The following shall be used for determining time and material scheduled costs for corrective maintenance work order assigned by the Unified Government's (UG) Environmental Services staff.

### Cost Estimate

1. Prior to commencing work, a work order cost estimate will be prepared and submitted to the UG. The estimate must be reviewed and approved by the UG Project Manager. The estimate may become part of a purchase order issued for a single work order or be approved as part of a series of work orders issued against a blanket or purchase order. The requirement for submitting a cost estimate prior to commencing work may be waived in an emergency situation or when the scope of work is unknown prior to troubleshooting the issue.

2. Estimates will be as firm and accurate as is possible without equipment disassembly and system shutdown, and without delay to secure finite parts prices from manufacturers. These costs will be referred to as the target cost.

3. All estimates will contain a ceiling cost. The ceiling cost may not be exceeded without the written authorization of the appropriate UG Project Manager. When, during the course of a work order, it becomes apparent that the ceiling cost will be exceeded, the Contractor will immediately inform the UG Project Manager who approved the estimate and prepare a new estimate with a revised target cost and new ceiling cost. The revised estimates must be approved prior to incurring costs beyond the previously agreed ceiling cost.

4. Labor hour costs will be charged at a rate shown in the firm's proposal or lower.

### Measurement and Payment

1. The UG, at its sole discretion, will request project work from a Contractor from those selected from this RFP. The Contractor will review the details of the requested work and will submit an itemized cost estimate for review by the UG Project Manager for the purposes of establishing a purchase order. Estimates must utilize contract pricing and must be as firm and accurate as is possible without undue effort by the Contractor. The UG and the Contractor will discuss the proposal and make any necessary modifications until the proposal is acceptable to all parties. This process may be waived in emergency situations.

2. The Contractor will be paid on a "time and material" basis with the general intent of being paid for actual labor and materials costs plus a materials markup. Contractor must make a conscientious effort to minimize all costs to the UG and must obtain multiple quotes from vendors when prudent or when requested by the UG. Contractor will track all work in a manner that provides details necessary to produce invoices that demonstrate conformity with contract pricing, using daily logs and attaching them to the invoice. Invoices, and supporting documentation, must be in a format approved by the UG. Any costs not specifically addressed in the contract pricing will be negotiated and paid in accordance with the stated intent. All material markups will be calculated by multiplying the cost of the markup item by the decimal percentage markup + 1 (e.g. 1.15 for a 15% markup).

3. Performance and Statutory Bonds will be required for any project authorization in excess of $50,000. Cost of the completed bonds must be submitted on a pay application and reimbursed at cost, without a markup.

4. All other expenses including local vehicle mileage, local and long-distance telephone, fax, cell phones, printing, reproduction, computer use, photographs, video, software use, postage, delivery, contract accounting, and miscellaneous must be included in the hourly labor rates and will not be billed or reimbursed separately.

**5.** Although it is not the intent of this time and material contract that bids be solicited for a project, this does not preclude the UG from obtaining a cost estimate from more than one Contractor, if more than one Contractor is selected through the RFP.

**Hourly Work – Labor Rates for Corrective Maintenance**

| Item # | Personnel[1], [2] | Labor Unit Price[3] | | | |
|---|---|---|---|---|---|
| | | Standard Rate ($/hour) | Overtime Rate ($/hour) | Weekend Rate ($/hour) | Holiday Rate ($/hour) |
| 1 | Project Manager | | | | |
| 2 | Supervisor | | | | |
| 3 | Foreman | | | | |
| 4 | Equipment Operator | | | | |
| 5 | Laborer | | | | |
| 6 | Shop Foreman | | | | |
| 7 | Other: | | | | |
| 8 | Other: | | | | |
| 9 | Other: | | | | |

[1] Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

[2] Hourly Work – Labor refers to authorized inspection, preventative maintenance, and corrective maintenance work that is not paid for by a separate bid item in this Price Proposal.

[3] Contractor will have a 24-hour emergency response time for which this pricing is good for such occasions. Twenty-four hour emergency response is defined as responding to the situation identified by the Owner and correcting the immediate danger to the public or the environment. Work that is not an immediate danger to the public or environment can be completed beyond the 24-hour timeframe.

**Material Markup**

| Total Cost of Materials (Per Authorization) | Percentage Markup on all Materials[1] |
|---|---|
| **$0 - $5,000** | % |
| **$5,001 - $20,000** | % |
| **$20,001 +** | % |

[1] Materials markup will be calculated by multiplying the total cost of materials for a given authorization by the corresponding decimal percentage markup + 1 (Example: 15% markup on $100 = $100*1.15 = $115).

# CATEGORY 2

# REQUEST FOR PROPOSAL

# FACILITY REPAIR

# Department of Procurement and Contract Compliance

## REQUEST FOR PROPOSAL
## FACILITY REPAIRS

**RFP R43262**
**For**
**“On-Call Wastewater, Stormwater, and Flood Management Facility Maintenance”**

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# Article I. General Information

## *Section 1.01 Method of Source Selection*

Section 29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas (Unified Government) Procurement Code allows for the use of Competitive Sealed Proposals when it is determined in writing that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government.

Utilization of Competitive Sealed Proposals for this project has been approved by the Public Works Director. Award will be made to the responsible Offeror whose Proposal is determined to be the most advantageous to the Unified Government taking into consideration price and the evaluation factors described in Article VII of this Request for Proposal (RFP).

## *Section 1.02 Purpose*

The Unified Government Department of Public Works is accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of providing facility repairs identified in the Contract Documents titled, “On-Call Wastewater, Stormwater, and Flood Management Facility Maintenance.”

The Unified Government is seeking to enter into a term and supply contract with one or more contractor(s) to provide facility repairs. This contract will be used to conduct such work when the Unified Government determines it is more cost-effective than the normal design-bid-build construction process or when the work must be expedited.

The scope of work for each project will be to inspect, repair, rehabilitate, and/or replace equipment in the facilities and fully restore the work site to equal or better condition. Occasionally, the work will be in response to equipment failures requiring an immediate response to minimize property loss or environmental damage; this work is generally expected to be of various durations. The contractor shall furnish all labor, tools, equipment, supplies, materials, and appurtenances necessary to perform routine and emergency work authorized under this contract.

Offerors providing such services must meet the requirements of this RFP.

This contract may be awarded to more than one contractor to ensure resources are available when they are needed, thereby providing prompt service to the community. Projects to be assigned to the Contractor will be identified by the Unified Government. **No minimum contract amount is guaranteed; however, the annual maximum dollar value is estimated to be $4,000,000 total for all contracts resulting from award of this RFP.**

## *Section 1.03 Project Procedures*

Projects will generally be initiated as follows. For unplanned or emergency work, these steps will be streamlined to expedite the work.

- Planned Projects. The Unified Government will identify projects that meet the stated purpose of this contract and develop a scope of work. One of the Unified Government's contract consulting Engineers/Architects may be utilized to assist with the scope of work.
- Unplanned Projects. The Unified Government, at its sole discretion, will select a contractor from those selected from this RFP and approach them with the project. Contractors are required to respond with a company representative to the repair site within four (4) hours upon notification by Unified Government staff. Contractor will be given time to assess the scope of work and the appropriate equipment and personnel to complete the work. Contractor is then required to begin mobilization on a timeline as directed by the Unified Government after completing the initial site visit. Mobilization times will vary depending on the specific urgency of the project, but typically 24 to 48 hours after the initial site visit.
- Contractor Proposal. The Unified Government, at its sole discretion, will select a contractor from those selected from this RFP and approach them with the project. The contractor will review the details of the project and submit an itemized cost estimate for review by the Unified Government and the Unified Government's contract consulting Engineer/Architect, if applicable. The Unified Government, Engineer/Architect, and Contractor shall discuss the proposal and make any necessary modifications until the proposal is acceptable to all parties.
- Authorization of Work. The Unified Government will issue a written project Authorization to the Contractor (signed by both parties), which confirms acceptance of the Contractor's proposal and establishes the scope of work and special contract terms and conditions by adopting the plans and specifications into the Agreement (i.e., term and supply contract). The project Authorization will be issued with an official notice to proceed date.
- Purchase Order. The Unified Government will issue a Purchase Order to the Contractor. The Purchase Order amount is considered a maximum not-to-exceed cost that cannot be exceeded without a change order that has been approved by the Unified Government. If, during a project, it becomes apparent that the maximum not-to-exceed cost needs to be increased due to a change in scope; Contractor will immediately inform the Unified Government and submit a detailed cost estimate for the change in scope and expected increase.
- The Unified Government is not obligated to use this term and supply contract for any work. The contract will be used at the sole discretion of the Unified Government.
- If more than one contractor is awarded this term and supply contract, the Unified Government has sole discretion in selecting which contractor is awarded each project. For some projects, the Unified Government may interview contractors prior to selecting one to submit a cost proposal.
- Although it is not the intent of this term and supply contract that bids be solicited for a project, this does not preclude the Unified Government from obtaining a cost estimate from more than one term and supply contractor.
- Contractors are not guaranteed the award of any project under this term and supply contract. There is no minimum number of projects or dollar amount of projects to be awarded.

## *Section 1.04 Existing Environment*

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas, and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects.

## *Section 1.05 Required Review*

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the Procurement Officer at least ten days before the Proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Offeror's Proposals upon which award cannot be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Procurement Officer, in writing, at least ten days before the time set for opening.

## *Section 1.06 Protests and Appeals*

Any protest or appeal of the award of the Agreement must be in writing and received by the Purchasing Director within seven days of the County Administrator’s decision. The written communication must list the specific areas of protest and suggested remedy. The decision of the Purchasing Director on any protest or appeal shall be final.

## *Section 1.07 Inquiries - Clarifications*

Any information obtained from an officer, agent or employee of the Unified Government or any other person shall not modify or change the Contract Documents and shall not affect the risk or obligation assumed by the Offeror or relieve him from fulfilling any of the conditions of the Contract Documents. Should an Offeror be in doubt as to the meaning of any provisions of the Contract Documents, he may submit to the Unified Government a written request for an interpretation. Any written request for interpretation shall be submitted to the Unified Government no later than seven days from the date set for receipt of proposals. Any interpretation of the Contract Documents shall be made by amendment.

Any questions regarding the Contract Documents shall be directed in writing to the attention of the Procurement Officer via email, to the Office of Procurement and Contract Compliance ATTN: Teresa Houchins (thouchins@wycokck.org), Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be confirmed in writing by the interested party.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the Contract Documents. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the Contract Documents. The Procurement Officer will determine the appropriate method to be used.

## *Section 1.08 Amendments*

The Unified Government may issue amendments to the Contract Documents prior to the time for receipt of Proposals. The Offeror shall acknowledge receipt of all amendments by executing and submitting them with the Proposal on the Price Proposal form. Amendments will only be issued to potential Offerors known to have the RFP. All postponements of the opening date of Proposals shall be effectuated by amendment.

## *Section 1.09 Alternate Proposals*

Deviations from the requirements and specifications are permitted but must be noted separately explaining the nature of the deviation. When listing deviations, refer to the specific provision(s) to which the deviation pertains. Unless a deviation is expressly stated, the Proposal shall be evaluated as if it meets ALL specifications, and the Offeror submitting the Proposal shall be required to perform all services as required by the Contract Documents.

## *Section 1.10 Implied Requirements*

By submission of the Proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the Contract Documents, unless the Proposal specifically states otherwise. Any products and services that are not specifically addressed in the Contract Documents, but which are necessary to provide functional capabilities proposed by the Offeror must be included in the Proposal.

## *Section 1.11 Project Timetable and Contract Term*

The project timetable set out herein represents the Unified Government's best estimate of the schedule that will be followed for this contract. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

- Issue RFP: September 10, 2026
- Pre-Proposal Conference: September 24, 2026 at 1:00 pm CDT
- Last day for Questions: October 16, 2026 at 11:00 am CDT
- Proposals Due: October 28, 2026 at 2:00 pm CDT
- Notice to Proceed: To be determined upon award

twelve-month period from the date of the Notice to Proceed. The Unified Government reserves the sole right to renew the contract for four additional twelve-month periods.

## *Section 1.12 Location of Work*

The location(s) the Work is to be performed is at various locations throughout Wyandotte County within the Environmental Services Division facilities as listed in the Contract Documents.

Offerors shall visit the site of work and existing facilities and shall fully inform themselves of existing conditions and limitations. Non-mandatory site visits will be scheduled for each site location listed in the Inspection, Preventive Maintenance, and Corrective Maintenance Scope of Work section. Contractors submitting for either contract are welcome to participate in site visits to verify locations and equipment types and sizes. The schedule will be released at the mandatory pre-proposal meeting. Responsibility for differing site conditions shall be determined in accordance with Section 16 of the General Conditions. The offeror shall be familiar with all federal, state, and local laws and regulations that may affect cost, progress, or performance of the work. Offeror shall prepare Proposal from complete Contract Documents.

## *Section 1.13 Proposals and Presentation Costs*

The Unified Government will not be liable in any way for any costs incurred by the Offeror in the preparation of their Proposal in response to the RFP nor for the presentation of their Proposal and/or participation in any discussions, interviews, or negotiations.

## *Section 1.14 Disclosure of Proposal Contents*

All Proposals and other material submitted become the property of the Unified Government and may be returned only at the Unified Government's option. Kansas Open Records Act requires public records to be open to reasonable inspection. All Proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, Proposals will become public information.

Trade secrets and other proprietary data contained in Proposals may be held confidential if the Offeror requests, in writing, that the Procurement Officer does so, and if the Procurement Officer agrees, in writing, to do so. Material considered confidential by the Offeror must be clearly identified and the Offeror must include a brief statement that sets out the reasons for confidentiality.

## *Section 1.15 Cooperative Procurement*

If the Offeror has indicated agreement to participate in the Cooperative Procurement Program in the Proposal Questionnaire, the Offeror shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other entities. The Offeror shall further understand and agree that participation by other entities is discretionary on the part of that entity and the Unified Government bears no financial responsibility for any payments due the Offeror by such entities.

## *Section 1.16 Independent Contractor Relation*

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be, and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons

supplied by the Offeror in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Offeror shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

## *Section 1.17 Determination of Responsibility and Responsiveness*

Per Section 29-198 (Duty Concerning Responsibility), before awarding a contract, the Procurement Officer must be satisfied that the Offeror is responsible. All Offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such Offeror. The determination of responsibility shall be governed by Section 29-198 of the Unified Government’s Procurement Code and Regulations. The contract file shall contain the basis on which the award is made.

Offeror's not complying with all the requirements contained in the Legal Notice of Request for Proposal and the Contract Documents may be judged non-responsive by the Procurement Officer. Offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such Offeror. The Unified Government may waive informalities in its determination of responsiveness and responsibility.

## *Section 1.18 Evaluation*

The Proposal Evaluation Committee shall evaluate all Proposals submitted and shall classify them as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Offerors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information is found in Article VII of this RFP.

## *Section 1.19 Equal Treatment*

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. Auction techniques (revealing one Offeror's price to another) and disclosure of any information derived from competing Proposals are prohibited.

## *Section 1.20 Award*

The contract shall be awarded in whole or in part to the responsible Offeror whose Proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful Offeror based upon the evaluation of the Proposal Evaluation Committee’s recommendation. The decision of the County Administrator will be final unless an appeal is filed as described in Section 1.06 of the RFP.

The contract, if awarded, will be on the basis of materials and equipment specified or described in the Contract Documents without consideration of possible substitute or "or-equal" items. Application for review of substitute or "or-equal" materials or equipment will not be considered by Engineer/Architect and Owner until after the Effective Date of the Agreement. The procedure for submission of any application for review of substitute or "or-equal" items by Offeror and consideration by Engineer/Architect and Owner is set forth in Section 8 of the General Conditions.

## *Section 1.21 Notification of Award*

Written notice of award shall be sent to the successful Offeror via email with read receipt for acknowledgement. The successful Offeror shall, within ten days from the date of receipt of the notice of award, perform the following:

- For contracts in excess of $50,000, submit a labor and material payment bond to the State of Kansas in the amount of 100% of the price specified in the Contract Documents.
- For contracts in excess of $50,000, submit a performance bond in the amount of 100% of the Contract Price.
- If the Offeror is not a corporation or a resident of the State of Kansas, submit an executed copy of the Appointment of Process Agent Form which has been filed in the office of the Clerk of the Wyandotte County District Court, with a copy to the Clerk of the Unified Government and the Buyer.
- If the Offeror is a foreign corporation, has applied to and been authorized by the Kansas Secretary of State to do business in Kansas in accordance with K.S.A. 17-7301 et seq., has a resident agent in the State of Kansas, execute and submit the Foreign Corporation Resident Agent Designation form to the Clerk of the Unified Government with a copy to the Buyer.
- Submit the Affidavit of Intended Utilization form provided in this Project Manual.
- Submit a certificate of insurance evidencing insurance as required by Section 27 of the General Conditions.
- Execute the Agreement.
- Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County / Kansas City, Kansas License Division at (913) 573-8780 for information regarding Licensing and Occupational Taxes.
- All bonds required by this Project Manual shall contain all terms and conditions contained in the provided bond forms and shall be executed by a surety company authorized to do business in the State of Kansas and countersigned by an agent licensed by the Unified Government. The attorney in fact who signs bonds must file with each bond a certified and effective dated copy of their power of attorney.
- The Unified Government of Wyandotte County / Kansas City, KS; Johnson County, KS; City of Kansas City, MO; and Jackson County, MO (collectively the “Local

Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Offeror agrees that the Offeror shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Offeror's compliance with the Tax Laws of the Local Governments shall be a condition of award. All Offerors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of $50,000.00 or more must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the "Local Governments" and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. For information, instructions, and forms regarding compliance requirements, contact the Contract Compliance Division located on the 3rd Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 318 or call (913) 573-5443.

## *Section 1.22 Right to Reject Proposals*

The Unified Government reserves the right without contest to accept or reject any Proposals or alternate Proposals. Offerors must comply with all the terms of the Contract Documents, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and regulations. The Procurement Officer may reject any Proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the Contract Documents.

Offerors may not restrict the rights of the Unified Government or qualify their Proposal. If an Offeror does so, the Procurement Officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The Unified Government reserves the right to waive minor irregularities in a Proposal and to correct obvious mathematical errors on a Price Proposal form. Minor irregularities may be waived by the Procurement Officer if determined that they:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP or Contract Documents;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the Work; or,
- do not constitute a substantial reservation against a requirement or provision.

If no Offerors meet all the mandatory requirements of the RFP, or if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award and to submit a revised RFP to Offerors at a later date or may choose to negotiate with those submitting Proposals.

## *Section 1.23 Mistakes in Proposals Discovered Prior to Award*

At any time prior to the specified date and time for submission, an Offeror may withdraw or modify a Proposal. Any Proposal modification must be in writing, executed by an authorized person, and submitted to the Unified Government Clerk, 701 North 7th Street, 3rd Floor Suite 323, Kansas City, Kansas 66101 prior to the Proposal submission time and date. The Unified Government will deal with mistakes in Proposals in the same manner as described for correction or withdrawal of bids provided in Chapter 29, Section 29-153 of the Unified Government Procurement Code.

## *Section 1.24 Mistakes in Proposals Discovered After Award*

The Unified Government will deal with mistakes in Proposals as for bids according to Section 29-153 of the Unified Government Procurement Code.

## *Section 1.25 Notice to Proceed*

The Unified Government, within thirty (30) days of Offerors' compliance with all the conditions contained in Section 1.20, shall sign and return to the Offeror a photocopy of the executed Agreement. Should the Unified Government not execute the Agreement within thirty (30) days period, the Offeror may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of notice by the Unified Government.

The Notice to Proceed will be issued within thirty (30) days of the execution of the Agreement by the Unified Government. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Unified Government and the Offeror. If the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the Offeror may, by Written Notice, terminate the Agreement without further liability on the part of either party.

## *Section 1.26 Ownership of Reports, Drawings, Specifications, etc.*

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, findings, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall be the property of the Unified Government.

# Article II. Standard Contract Information

## *Section 2.01 Contract Type*

This contract is a Unit Price contract. The Price Proposal consists of a unit price tabulation for a single grand total. Comparison of Price Proposals will be based on the grand total.

While many types of work may be required, as outlined in the Scope of Work, the Unified Government is requesting project teams consisting of the following disciplines:

1. Civil Work
2. Structural and Architectural Work
3. Mechanical Work
4. Electrical Work

The intent of this RFP is to contract with a General (Prime) Contractor who will self-perform a majority of the Civil, Structural/Architectural, and Mechanical Work. The intent of this RFP is for the Prime Contractor to include a Preferred Subcontractor who will perform the electrical work. In this RFP, the Prime Contractor and Preferred Electrical Subcontractor are referred to as the "Project Team". The Preferred Subcontractor shall submit rates and markups just as the Prime Contractor. It is not expected or required that the Prime Contractor and Preferred Subcontractor be contractually bound, such as through a joint venture, to submit a proposal. Other subcontractor work may be required on a project-by-project basis. These subcontractors may, but are not required to, be named in this RFP.

This contract may be awarded to more than one Offeror to ensure resources are available when they are needed.

## *Section 2.02 Contract Approval*

This RFP does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator, the Administrator's designate, or the Procurement Officer. Upon written notice to the Offeror, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the Offeror, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

## *Section 2.03 Proposal as a Part of the Contract*

This RFP and the successful Proposal will be incorporated into the contract.

## *Section 2.04 Additional Terms and Conditions*

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the Proposal evaluations.

## *Section 2.05 Insurance Requirements*

The successful Offeror must secure the insurance coverage required by the Unified Government as detailed in Section 27 of the General Conditions for each project Authorization. The coverage must be satisfactory to the Division of Risk Management. An Offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

The successful Offeror shall either ensure that all subcontractors are covered under Offeror's insurance or require all subcontractors to maintain insurance meeting all the requirements stated herein. Offeror shall further ensure that the additional insured requirements of Offeror as noted herein are met by any subcontractors.

## *Section 2.06 Bonds*

The successful Offeror shall obtain the required bonds for each project Authorization.

**Labor and Material Payment Bond**
If the contract is in excess of $50,000, the successful Offeror shall submit a labor and material payment bond to the State of Kansas in the amount of 100% of the price specified in the Contract Documents for the protection of all persons supplying labor, materials, equipment and supplies to the contractor or its subcontractor. Said bond shall comply with the requirements of K.S.A. 60-1111, as amended, and shall be filed with the Clerk of the District Court of Wyandotte County, Kansas.

**Performance Bond**
Where the contract is in excess of $50,000, the successful Offeror shall furnish the Unified Government with a Performance Bond in the amount of 100% of the Contract Price. The Performance Bond shall be conditioned upon the performance by the Offeror of all undertakings, covenants, terms, conditions, and agreement of the Contract Documents.

**Maintenance Bond**
The successful Offeror shall furnish the supplied Maintenance Bond in an amount equal to 25% of the total Contract Price holding good for a period of three (3) years after the final acceptance of the Work. The maintenance bond shall protect the Unified Government against all damages, losses and expenses which may occur to the Unified Government, by reasons of defective materials used, or by reason of defective workmanship done, for, and the maintenance, repair, or construction of, said work; and shall repair for said period of three (3) years, all work conducted at Unified Government facilities. If any items covered by the maintenance bond are not repaired or replaced by the Offeror within a reasonable time, as determined by the Unified Government or if a hazard occurs as the result of disrepairs, the Unified Government shall have the right to correct, or have corrected such disrepair, at the expense of the Offeror or Bonding Company.

Such bond shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent. Such bond shall be furnished by the Contractor immediately following the completion of the project and acceptance thereof by the Unified Government.

## *Section 2.07 Contract Pricing*

The prices provided by the successful Offeror(s) in the Price Proposal shall remain firm during the initial contract period. Prices for contract renewal periods shall be negotiated and mutually agreed upon by the successful Offeror(s) and the Unified Government. Updated pricing due to changes in the cost of labor and/or materials shall include documented justification for price increases and be submitted at least eight weeks prior to the contract period expiration date.

Any contract entered into will be of the “open end” type. The successful Offeror(s) will deliver such quantities as may be ordered, and the contract shall be binding only for the actual quantities ordered during the contract period. Orders will be issued throughout the contract period as needs are determined.

## *Section 2.08 Payment Procedures*

The Unified Government will make payments in accordance with Section 25 of the General Conditions.

## *Section 2.09 Proposed Payment Option*

A Virtual Payment Option is available. Contact Debbie Tipton, Accounts Payable, 913-573-5256, for additional information.

## *Section 2.10 Contract Personnel*

Any change of the project team members named in the Proposal must be approved, in advance and in writing, by the Contracting Officer. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

## *Section 2.11 Liquidated Damages*

The Unified Government will assess liquidated damages in accordance with the Agreement and Section 24 of the General Conditions.

## *Section 2.12 Contract Changes*

Changes in the Work will be addressed in accordance with Section 13 of the General Conditions.

# Article III. Required Contractual Terms and Conditions

In addition to the terms and conditions in the Contract Documents, including the General Conditions, the following terms and conditions must be agreed to by the successful Offeror and are hereby made a part of the contract entered into between the Unified Government and the successful Offeror, unless specifically modified in writing:

- Kansas Legal Requirements.

    a. If the Successful Offeror is a Contractor (as defined in K.S.A. 79-1008) who is a nonresident of Kansas, Contractor shall comply with one of the following:

        i. Authorization: If Contractor is a foreign corporation duly authorized to do business in this state (K.S.A. 17-7301 et. seq.), a copy of the Authorization issued by the Kansas Secretary of State valid for the year in which the construction is commenced, shall be filed with Unified Government prior to commencement of construction.
        ii. Registration of Contract: If the total Contract Price or compensation exceeds $10,000, nonresident Contractors not duly authorized to do business in this state in accordance with K.S.A. 17-7301 et. seq. shall register with the Director of Revenue of the state of Kansas in accordance with the provisions of K.S.A. 79-1009. Proof of such registration and proof of filing of the bond required by K.S.A. 79-1010 shall be filed with Unified Government prior to commencement of construction.

    b. In addition, all Offerors whose domicile is located outside the state of Kansas shall furnish the Unified Government with a copy of their state's preferential bidding statutes and the applicable percentage received by in-state bidders from the state in which the contract is located.

    c. To the extent permitted by federal law and regulations, whenever the state of Kansas or any agency, department, bureau or division thereof or any municipality of the state, including, but not limited to, county, school district, improvement district, or other public body lets Bids for Contracts for the erection, construction, alteration, or repair of any public building or structure or any addition thereto or for any public work or improvement, the Bidder domiciled outside the state of Kansas, to be successful, shall submit a Bid the same percent less than the lowest Bid submitted by a responsible Kansas Bidder as would be required of such Kansas domiciled Bidder to succeed over the Bidding contractor domiciled outside Kansas on a like contract let in such Bidder's domiciliary state and in accordance with K.S.A. 75-3740a.

    d. Contractors who are not residents of the state in which the Work is to be performed are required to appoint an agent for service of process who is a resident of that state. It is unlawful for any payment to be made until the appointment of a local agent has been filed with the Clerk of the District Court (K.S.A. 16-113).

- Federally Funded Project Requirements.

    a. The requirements of 2 CFR Part 200 apply to all projects partially or fully funded by federal dollars including grants, loans, or appropriations.

        i. Suspension and debarment at 2 CFR 200.214
        ii. Prohibition on certain telecommunications and video surveillance services or equipment at 2 CFR 200.216
        iii. Financial management, internal controls, and Federal payment requirements at 2 CFR 200.302, 200.303, and 200.305
        iv. Program Income requirements at 2 CFR 200.307
        v. Revision of budget and program plans at 2 CFR 200.308
        vi. Disposition of property acquired with CPF funds at 2 CFR §200.311
        vii. Procurement requirements at 2 CFR §200.317-327
        viii. Record retention and access requirements at 2 CFR 200.334-200.338
        ix. Reporting requirements at 2 CFR 200.328-200.330, including on the status of property acquired with CPF funds at 2 CFR §200.330
        x. Subrecipient monitoring and management at 2 CFR 200.331-200.333
        xi. Remedies for Noncompliance at 2 CFR 200.339-200.343
        xii. Closeout of federal grants at 2 CFR §200.344-346
        xiii. Cost Principles at 2 CFR Part 200, subpart E
        xiv. Audit requirements at 2 CFR Part 200, subpart F

    b. The requirements of Executive Order 14398 (March 26, 2026) apply to all projects partially or fully funded by federal dollars including grants, loans, or appropriations.

        In connection with the performance of work under the contract, the Contractor agrees as follows:

        i. ***No Racially Discriminatory DEI Activities.*** The contractor will not engage in any racially discriminatory DEI activities, ads defined in Section 2 of the Executive Order;
        ii. ***Access to Books and Records.*** The contractor will furnish all information and reports, including providing access to books, records and accounts, as required by the contracting agency for purposes of ascertaining compliance with this clause;
        iii. ***Actions Pursued for Noncompliance.*** In the event of noncompliance by the contractor or a subcontractor, the contract may be canceled, terminated, or suspended in whole or in part, and the contractor or subcontractor *may be declared ineligible for further government contracts;*
        iv. ***Reporting of Subcontractor Conduct.*** The contractor will report any subcontractor's *known or reasonably knowable conduct* that may violate the clause to the contracting agency and take any appropriate remedial actions directed by the agency.
        v. ***Notification of Litigation.*** The contractor will inform the contracting agency if a subcontractor sues the contractor and the suit puts at issue, in any way, the validity of this clause; and
        vi. ***False Claims Act (FCA) Materiality.*** The contractor recognizes that compliance with the clause is *material* to the government's payment decisions for purposes of section 3729(b)(4) of the FCA.

# Article IV. Standard Proposal Information

## *Section 4.01 Proposal Content*

Proposals shall consist of two (2) separate submittals: a Price Proposal and a Proposal Questionnaire as detailed in Sections V and VI of this RFP. An electronic copy of all submitted documents must be included on a flash drive in .pdf format. All required documents may be submitted on one flash drive and enclosed in one of the envelopes

## *Section 4.02 Authorized Signature*

PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY TO THE PROVISIONS OF THE CONTRACT DOCUMENTS SIGNS THE SIGNATURE PAGE.

Proposals must remain open and valid for at least ninety (90) days from the opening date.

## *Section 4.03 Mandatory Pre-Proposal Conference*

A **MANDATORY** Pre-Proposal Conference will be held at ***1:00 pm***, Central Daylight Time, on ***September 24, 2026,*** in the ***large*** conference room (Room 207) on the ***second*** floor of the ***Kaw Point WWTP Administration Building*** located at ***50 Market Street***. The purpose of the conference is to discuss the work to be performed with the prospective Offerors and allow them to ask questions concerning the RFP and Contract Documents. Questions and answers will be transcribed and sent to prospective Offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the Procurement Officer prior to the date set for the Pre-Proposal Conference so that reasonable accommodation can be made.

## *Section 4.04 Proposal Submittal*

SEALED PROPOSALS MUST BE RECEIVED AT THE OFFICE OF THE UNIFIED GOVERNMENT CLERK, 3RD FLOOR, MUNICIPAL OFFICE BUILDING, 701 NORTH SEVENTH STREET, KANSAS CITY, KANSAS, NO LATER THAN THE DATE AND TIME LISTED IN THE LEGAL NOTICE OF REQUEST FOR PROPOSAL. LATE PROPOSALS WILL NOT BE CONSIDERED.

It is the Offeror's responsibility to ensure Proposals are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity, shall not excuse late submissions. Offerors shall be responsible for actual delivery of the Proposal to the appropriate department identified in the Legal Notice of Request for Proposal.

## *Section 4.05 Supplemental Terms and Conditions*

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this Contract Documents or that diminish the Unified Government's rights under any contract resulting from the Contract Documents will be considered null and void. The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

**(a)** If conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the Contract Documents, the term or condition of the Contract Documents will prevail; and

**(b)** If the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the Proposal, the supplemental term or condition will be considered null and void.

## *Section 4.06 Discussions with Offerors*

The Unified Government may conduct discussions with Offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and Proposal. Discussions will be limited to specific sections of the RFP identified by the Procurement Officer. Discussions may only be held with Offerors who have submitted a Proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of Proposals by the Proposal Evaluation Committee. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final Proposal submissions from those Offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final Proposal submissions. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the Procurement Officer.

Offerors with a disability needing accommodation should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made.

## *Section 4.07 Prior Experience*

In order for their Proposals to be considered responsive, Offerors (and/or their subcontractors) must meet these minimum prior experience requirements:

The Offerors must have the capability to perform the types of work outlined in the scope and Price Proposal, utilizing subcontractors as necessary. To demonstrate this capability, respondents to the RFP should meet the following minimum experience qualifications:

- Prime Contractor should have a minimum of five (5) years' experience in wastewater and/or stormwater facility repair and replacement construction as a prime contractor for large municipalities or utilities.
- Prime Contractor should be located within an approximate 1-hour drive of Wyandotte County, Kansas, or approximately 50 miles.
- Prime Contractor shall be available to provide service seven (7) days a week, twenty-four (24) hours a day.
- Prime Contractor shall have sufficient resources (workforce, supervision, equipment, and financial) necessary to perform the Work of the Specifications and/or requests. To confirm payment for equipment, Contractor may be required to submit specific makes, models, and classifications of equipment used for the work.

An Offeror's failure to meet and provide adequate documentation of these minimum prior experience requirements will cause their Proposal to be considered non-responsive and their Proposal to be rejected.

## *Section 4.08 Evaluation of Proposals*

A Proposal Evaluation Committee made up of the Contracting Officer, a representative from the Legislative Auditor’s Office, and at least one other Unified Government employee will evaluate Proposals. The evaluation will be based solely on the evaluation factors set out in Article VII of the RFP.

## *Section 4.09 Contract Negotiations*

After completion of the evaluation, including any discussions held with Offerors during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the Offeror's Proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The Offeror will be responsible for all travel and per diem expenses related to contract negotiations.

## *Section 4.10 Failure to Negotiate*

If the selected Offeror:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the Offeror and the Unified Government, after a good faith effort, simply cannot come to terms;

the Unified Government may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

# Article V. Proposal Questionnaire

## *Section 5.01 Proposal Questionnaire Format and Content*

The Proposal Questionnaire package shall include the following documents:

- Proposal Questionnaire – Utilize the Proposal Questionnaire document provided in the Contract Documents.
- Attachments – Includes the attachments requested in the Proposal Questionnaire, including resumes and safety logs.
- Appointment of Process Agent Form
- Foreign Corporation Resident Agent Designation

The Unified Government discourages overly lengthy and costly responses to the Proposal Questionnaire, however, in order for the Unified Government to evaluate Proposals fairly and completely, Offerors should follow the format provided and provide all the information requested.

All Proposal Questionnaires shall be submitted on the printed Proposal Questionnaire, or photocopy thereof, included in the Contract Documents. All blank spaces must be filled in, in ink or typewritten, and the Proposal Questionnaire must be fully completed and executed when submitted. Only one executed copy of each Proposal Questionnaire is required. The Proposal Questionnaires shall be fastened together in one package.

## *Section 5.02 Submittal*

One copy of the Proposal Questionnaire must be submitted in a sealed envelope (separate from the Price Proposal), along with a flash drive in .pdf format containing a copy of all submitted documents, addressed to the Unified Government Clerk, Municipal Office Building, 701 North 7th Street, Suite 323, Kansas City, Kansas, 66101-3064. All required documents may be submitted on one flash drive and enclosed in one of the envelopes. The outside of the sealed envelope containing a Proposal Questionnaire shall be plainly marked “Proposal Questionnaire – Facility Repairs” and shall state the name of the project, RFP R43262 and the name and address of the Offeror. If forwarded by mail, the sealed envelope containing the Proposal Questionnaire must be mailed inside another envelope to the addressee.

# Article VI. Price Proposal

## *Section 6.01 Price Proposal Format and Content*

The Price Proposal package shall include the following documents:

- Price Proposal – Utilize the Price Proposal document provided in the Contract Documents, required information includes acknowledgement of receipt of Amendments and Price.
- Certification of Bonding Capacity - A notarized certification from the Offeror addressed to the Unified Government stating that the Offeror has bonding capacity of $400,000 (20% of the annual maximum contract amount) to dedicate to this contract.

All price proposals must be submitted on the printed Price Proposal form, or photocopies thereof, included in the Contract Documents. All blank spaces must be filled in (except where otherwise indicated), in ink or typewritten, and the form must be fully completed and executed when submitted. Only one executed copy of the form is required. All other forms required to be submitted must be completed by the Offeror and submitted with the Price Proposal form. The Price Proposal form and all required forms must be fastened together in one package.

Standard unit rates will be entered for the work types shown on the Price Proposal. The unit rates entered into the Price Proposal will become part of the contract for the successful Offeror and will remain in effect for the duration of the initial 12-month contract period. Adjustments to the unit rates may be negotiated for subsequent renewal periods as indicated in Section 2.08.

## *Section 6.02 Submittal*

One copy of the Price Proposal package must be submitted in a sealed envelope (separate from the Proposal Questionnaires), addressed to the Unified Government Clerk, Municipal Office Building, 701 North 7th Street, Suite 323, Kansas City, Kansas, 66101-3064. The outside of the sealed envelope containing a Price Proposal must be plainly marked “Price Proposal – Facility Repairs” and must state the name of the project, RFP 43262 and the name and address of the Offeror. If forwarded by mail, the sealed envelope containing the Price Proposal must be mailed inside another envelope to the addressee.

# Article VII. Evaluation and Selection

## *Section 7.01 General*

The Proposals will be reviewed and evaluated by the Owner's Proposal Evaluation Committee (with assistance provided by outside advisors if desired by Owner) according to the requirements and criteria outlined in this Article VII. During the Proposal evaluation process, written questions or requests for clarification may be submitted to one or more Offerors regarding its Proposal or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Offeror from further consideration. In addition, the Owner may require that all or a limited number of Offerors participate in interviews.

## *Section 7.02 Responsiveness*

Each Proposal will be reviewed to determine whether it is responsive to the RFP. Failure to comply with the requirements of this RFP may result in a Proposal being rejected as non-responsive. At its sole discretion, however, the Proposal Evaluation Committee may waive any such failure to meet a requirement of this RFP and may request clarification or additional information to remedy a failure.

## *Section 7.03 Evaluation Criteria and Selection Methodology*

In ranking the Proposals, the Proposal Evaluation Committee will utilize a 1,000-point scale based on the responses provided on the Proposal Questionnaire(s) organized under the following criteria:

- Financial Condition and Performance History
- Relevant Experience and Qualifications
- Project Approach
- Labor Compliance
- Safety Record

Each criterion will be given a raw score between 150 and 200 based on the following methodology:

| OFFEROR SCORE EVALUATION METHODOLOGY | | |
|---|---|---|
| **ASSESSMENT** | **DESCRIPTION** | **RAW SCORE RANGE** |
| Excellent | Exceeds the required standard.<br>Response answers the question with precision and relevance.<br>Includes improvement through innovation/added value. | 191 - 200 |
| Good | Meets the standard required.<br>Comprehensive response in terms of detail and relevance to the question. | 181 – 190 |
| Acceptable | Meets the standard in most aspects but fails in some areas.<br>Acceptable level of detail, accuracy, and relevance. | 171 – 180 |
| Limited* | Fails the standard in most aspects, but meets some.<br>Limited information / inadequate / only partially addresses the question. | 161 – 170 |
| Inadequate* | Significantly fails to meet the standard.<br>Inadequate detail provided / questions not answered / answers not directly relevant to the question. | 151 – 160 |
| Unacceptable* | Completely fails to meet the standard.<br>Response significantly deficient / no response. | 150 |
| *If a criterion for an Offeror is given a score of 160 or less by more than one member of the Proposal Evaluation Committee, that entire Proposal will be declared nonresponsive and not considered for selection. | | |

The raw score for each criterion will then be adjusted based on the following weighting factors:

- Financial Condition and Performance History – 20%
- Relevant Experience and Qualifications – 35%
- Project Approach – 20%
- Labor Compliance – 15%
- Safety Record – 10%

The weighted scores for each criterion will be added together and normalized to a 1,000-point scale. The average of the weighted, normalized scores determined by the members of the committee will be the Offeror's Qualification Points. The maximum Qualification Points for any Offeror is 1,000 points.

The committee will apply the non-price evaluation and complete its awarding of the non-price criteria points before opening the sealed envelope containing the Price Proposal.

The total Project Price Proposal amount is then divided by the Offeror's average Qualification Points resulting in a unit of measurement indicating dollars per quality point ($/QP), also known as the Best Value Score (BVS). The Offeror with the lowest BVS is the apparent lowest responsible Offeror.

## *Section 7.04 Selection*

The Unified Government will evaluate the Proposals of all Offerors in accordance with the instructions prescribed in this RFP and in accordance with the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, Chapter 29, Section 29-316.

The Proposals will be evaluated and assigned points in accordance with the requirements of the RFP. After the evaluation process is complete, the Owner will notify Offerors of the relative rankings.

The successful responsive Offeror (lowest BVS) will be awarded the contract. If the Unified Government determines that it is not in the best interest of the Unified Government to proceed with the project pursuant to the Proposal offered by the successful firm, the Unified Government will reject all Proposals. If all Proposals are rejected, the Unified Government may solicit new Proposals using different design criteria, budget constraints or qualifications.

If the Unified Government determines (at its sole discretion) that the unit prices and total price included in a Proposal are unacceptably below industry norms, that a Offeror's unit prices are substantially or unacceptably below other Proposals, or that a Offeror's unit prices are unbalanced or irregular (i.e., unit prices are skewed in a manner to artificially present a lower price for the Sample Project to take advantage of the cost evaluation), the Unified Government may (at its sole discretion) declare that Proposal to be nonresponsive or seek additional detailed information from that Offeror concerning the cost basis for its Price Proposal prior to rendering a decision on the Offeror's responsiveness.

# FACILITY REPAIRS
# PROPOSAL QUESTIONNAIRE

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY / KANSAS CITY, KANSAS**

**F A C I L I T Y  R E P A I R  P R O P O S A L  Q U E S T I O N N A I R E**

The OFFEROR must enter in the spaces provided the information requested below and must submit this Proposal Questionnaire with its Proposal. A separate Proposal Questionnaire must also be submitted for all proposed Subcontractors furnishing or performing Work having an estimated value in excess of 25 percent of the total proposal price.

1. Full legal name of your organization: _____
   Mailing Address: _____
   Project Office Address (if different than Mailing Address):
   _____
   Contact Person Name: _____
   Contact Person Phone Number and Email Address: _____

2. This Proposal Questionnaire has been prepared by (*circle one*):

   Prime Contractor  Subcontractor (Other)

3. This Proposal Questionnaire has been prepared for (*circle all that apply*):

   Civil  Structural/Architectural  Mechanical  Electrical

**FINANCIAL CONDITION AND PERFORMANCE HISTORY**

*Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)*
*Proposal Evaluation Weighting Factor: 20%*

4. Identify the Offeror's preferred credit rating agency and identification information. (Identify rating agency, such as Dun and Bradstreet or Equifax, and insert the organization's identification number or other method of searching your organization's credit rating with such agency.)
   Credit Rating Agency: _____
   Identification Number: _____

5. What is the name of your Insurance Company, along with the name, address, and phone number of the agent you expect to use in the event this contract is awarded to you?
   Insurance Company Name: _____
   Agent's Name: _____
   Agent's Address: _____
   Agent's Phone Number: _____

6. What is the name of your Surety Company, along with the name, address, and phone number of the agent you expect to use in the event this contract is awarded to you?

   Surety Company Name: _____

   Agent's Name: _____

   Agent's Address: _____

   Agent's Phone Number: _____

7. What is your total bonding capacity? _____

8. What is your available bonding capacity as of the date of this Proposal Questionnaire? _____

9. Have you ever failed to complete any work awarded to you?

   YES NO (*circle one*)

   If so, where and why? _____

   _____

10. Have you been assessed for liquidated or delay damages by any project owner or engineer within the last 5 years?

    YES NO (circle one)

    If so, where and why? _____

    _____

11. List and briefly describe any pending or past (within ten years) legal proceedings and judgments that the Offeror was a party that involved litigation of any type or had a claim in an amount over $10,000. Also, indicate how any contingent liability may affect the financial position or ability to perform contractual commitments to the Unified Government. If none, so state.

    _____

    _____

    _____

12. Has the Offeror, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

    YES NO (*circle one*)

13. In the last ten years, has the Offeror, its parent, or a subsidiary, affiliate, or other entity having common ownership or management: a) been convicted of, or indicted for, a business-related crime; b) had any business or professional license subjected to disciplinary action; or c) been penalized or fined by a state or federal environmental agency?

    YES NO (*circle one*)

    If so, describe the circumstances. _____
    _____
    _____
    _____

If any of the above questions are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Offeror's responsibility to: 1) describe in detail the unfavorable factor or event; and 2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Offeror's ability to perform its contractual commitments.

**RELEVANT EXPERIENCE AND QUALIFICATIONS**

*Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)*

*Proposal Evaluation Weighting Factor: 25%*

14. How many years has your organization been in business as a General Contractor under your present business name? _____

15. How many years' of experience in general contracting work has your organization had with the type(s) of work circled in Question No. 3:

    a. As a General Contractor? _____

    b. As a Subcontractor? _____

16. What is the contracting experience/qualifications of the key personnel from your organization who will be assigned to this project? Key personnel should include (if applicable), but not be limited to, the Project Manager, Project Engineer, Construction Field Superintendent, and Construction Field Foreman.

    a. Project Manager's Name _____
    Years with the Organization _____
    Years of Construction Experience _____
    Magnitude and Type of Work _____
    _____
    _____
    Relevant Training _____
    _____

    b. Name _____
    Proposed Position/Title _____
    Years with the Organization _____
    Years of Construction Experience _____
    Magnitude and Type of Work _____
    _____
    _____
    Relevant Training _____
    _____

c. Name _____

Proposed Position/Title _____

Years with the Organization _____

Years of Construction Experience _____

Magnitude and Type of Work _____

_____

_____

Relevant Training _____

_____

d. Name _____

Proposed Position/Title _____

Years with the Organization _____

Years of Construction Experience _____

Magnitude and Type of Work _____

_____

_____

Relevant Training _____

_____

e. Name _____

Proposed Position/Title _____

Years with the Organization _____

Years of Construction Experience _____

Magnitude and Type of Work _____

_____

_____

Relevant Training _____

_____

17. What projects similar in scope to the proposed type(s) of Work circled in Question No. 3 has your organization completed for the period of five years prior to the date of the current Proposal?

a. Project Name and Location _____

Contract Amount _____

Year Completed _____

Approximate Percentage of Self-Performed Work _____

Name and Address of Owner _____

_____

Owner Contact Name and Phone Number _____

Name and Address of Design Engineer _____

_____

Design Engineer Contact Name and Phone Number _____

Project Delivery Method, if Other than Design-Bid-Build _____

Description of Work _____

_____

_____

Key Contractor Personnel (including Titles) _____

_____

Key Subcontractors and Their Project Role(s) _____

_____

_____

Conditions Pertinent to Proposed Project _____

_____

_____

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

_____

_____

Value Engineering/Cost Savings/Schedule Savings Recommended by Offeror and Implemented on the Project _____

_____

_____

b. Project Name _____

Contract Amount _____

Year Completed _____

Approximate Percentage of Self-Performed Work _____

Name and Address of Owner _____

_____

Owner Contact Name and Phone Number _____

Name and Address of Design Engineer _____

_____

Design Engineer Contact Name and Phone Number _____

Project Delivery Method, if Other than Design-Bid-Build _____

Description of Work _____

_____

_____

Key Contractor Personnel (including Titles) _____

_____

Key Subcontractors and Their Project Role(s) _____

_____

_____

Conditions Pertinent to Proposed Project _____

_____

_____

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

_____

_____

Value Engineering/Cost Savings/Schedule Savings Recommended by Offeror and Implemented on the Project _____

_____

_____

c. Project Name _____

Contract Amount _____

Year Completed _____

Approximate Percentage of Self-Performed Work _____

Name and Address of Owner _____

_____

Owner Contact Name and Phone Number _____

Name and Address of Design Engineer _____

_____

Design Engineer Contact Name and Phone Number _____

Project Delivery Method, if Other than Design-Bid-Build _____

Description of Work _____

_____

_____

Key Contractor Personnel (including Titles) _____

_____

Key Subcontractors and Their Project Role(s) _____

_____

_____

Conditions Pertinent to Proposed Project _____

_____

_____

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

_____

_____

Value Engineering/Cost Savings/Schedule Savings Recommended by Offeror and Implemented on the Project _____

_____

_____

d. Project Name _____

Contract Amount _____

Year Completed _____

Approximate Percentage of Self-Performed Work _____

Name and Address of Owner _____

_____

Owner Contact Name and Phone Number _____

Name and Address of Design Engineer _____

_____

Design Engineer Contact Name and Phone Number _____

Project Delivery Method, if Other than Design-Bid-Build _____

Description of Work _____

_____

_____

Key Contractor Personnel (including Titles) _____

Key Subcontractors and Their Project Role(s) _____

Conditions Pertinent to Proposed Project _____

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

Value Engineering/Cost Savings/Schedule Savings Recommended by Offeror and Implemented on the Project _____

e. Project Name _____

Contract Amount _____

Year Completed _____

Approximate Percentage of Self-Performed Work _____

Name and Address of Owner _____

Owner Contact Name and Phone Number _____

Name and Address of Design Engineer _____

Design Engineer Contact Name and Phone Number _____

Project Delivery Method, if Other than Design-Bid-Build _____

Description of Work _____

Key Contractor Personnel (including Titles) _____

Key Subcontractors and Their Project Role(s) _____

Conditions Pertinent to Proposed Project _____

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

Value Engineering/Cost Savings/Schedule Savings Recommended by Offeror and Implemented on the Project _____

18. What projects similar in scope to the proposed type(s) of Work circled in Question No. 3 are currently under construction by your organization?

a. Project Name _____
Contract Amount _____
Approximate Percent Complete _____
Scheduled Completion Date _____
Approximate Percentage of Self-Performed Work _____
Name and Address of Owner _____

Project Delivery Method, if Other than Design-Bid-Build _____
Description of Work _____

b. Project Name _____
Contract Amount _____
Approximate Percent Complete _____
Scheduled Completion Date _____
Approximate Percentage of Self-Performed Work _____
Name and Address of Owner _____

Project Delivery Method, if Other than Design-Bid-Build _____
Description of Work _____

c. Project Name _____

Contract Amount _____

Approximate Percent Complete _____

Scheduled Completion Date _____

Approximate Percentage of Self-Performed Work _____

Name and Address of Owner _____

_____

Project Delivery Method, if Other than Design-Bid-Build _____

Description of Work _____

_____

_____

*Questions 19 through 35 only need answered by the Prime Contractor.*

**PROJECT APPROACH**

*Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)*

*Proposal Evaluation Weighting Factor: 30%*

19. Provide a brief narrative statement that illustrates the Offeror's understanding of the requirements of the project.

20. Provide a brief narrative statement that illustrates how the Offeror intends to manage the project (including subcontractors) to accomplish the work.

21. Provide a brief narrative description of the organization of the project team, including subcontractors.

22. Offeror agrees to utilize the subcontractors listed below.

a. Only one subcontractor's name should be listed for each item, and the named subcontractor must be utilized on this project. If the Offeror elects to self-perform any of the tasks listed below, they must identify themselves on the appropriate line. Substitutions will be permitted only if the named subcontractor does not meet the requirements of the Contract Documents, the subcontractor is unable to meet the requirements of the construction schedule, or the subcontractor is dilatory in complying with the requirements of the Contract Documents. Substitutions will be evaluated pursuant to the General Conditions.

| Item | Subcontractor |
|---|---|
| 1. Mechanical | |
| 2. Electrical | |
| 3. Structural | |
| 4. Civil | |
| 5. Other _____ | |
| 6. Other _____ | |

23. The Work, if awarded to you, will have the personal supervision of whom, i.e., who will be assigned as the resident superintendent?

_____

The resident superintendent will not be replaced without written notice to the Owner and Engineer except under extraordinary circumstances.

24. Identify the individual(s) responsible and accountable for the following Work tasks:

Overall project management: _____

Mechanical: _____

Electrical: _____

Structural: _____

Civil: _____

I&C: _____

25. Identify the Work components critical to the sample project's success and how these components would be achieved. _____

_____

_____

_____

26. Identify key risk factors identified for the successful completion of the sample project and proposed mitigation of each. _____

_____

_____

_____

_____

27. State the name and telephone number of a representative(s) of your organization who personally visited and inspected the sample project site(s) prior to submittal of this Proposal._____

_____

_____

_____

**LABOR COMPLIANCE**

*Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)*

*Proposal Evaluation Weighting Factor: 5%*

28. Within the past three years, has the Offeror been found in violation of any law applicable to its contracting business, including, but not limited to, antitrust, public contracting, employment discrimination, licensing laws, tax laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty, or have they settled any wage claims in the amount of $5,000 or more?

    YES NO (*circle one*)

    If so, describe the circumstances. _____

    _____

    _____

    _____

    _____

    _____

29. Will the Offeror pay all employees on the project, at a minimum, the applicable wage and fringe benefit rates for the classification in which the worker is employed in accordance with rates established by federal, state, or local wage law?

    YES NO (*circle one*)

30. Does your organization have a written drug and alcohol substance abuse policy?

    YES NO (*circle one*)

31. Have all employees proposed to perform Work for this contract completed a two-hour Occupational Safety and Health Administration (OSHA) drug and alcohol awareness course?

    YES NO (*circle one*)

**SAFETY RECORD**

*Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)*

*Proposal Evaluation Weighting Factor: 20%*

32. Name of Offeror's Safety Officer: _____

33. Does your organization have a written safety and health program?

    YES NO (*circle one*)

34. Does your organization provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its onsite employees which includes a course in construction safety and health approved by OSHA?

    YES NO (*circle one*)

35. Have all employees proposed to perform Work for this contract completed a ten-hour OSHA construction safety program? (The Offeror must provide copies of employee OSHA cards to the Unified Government upon request.)

    YES NO (*circle one*)

**COOPERATIVE PROCUREMENT**

Proposal Evaluation Point Allocation: None. Offeror's responses will not affect award.

*These questions only need answered by the prime Contractor.*

If the Unified Government awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipality, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Procurement and located within the Greater Kansas City Metropolitan Trade Area?

YES NO (*circle one*)

If the Unified Government awarded you the proposed contract, would you sell under the prices and terms of this Contract to any community-based partnership (CBP) or public-private partnership (PPP) contracted with the Unified Government to deliver public improvement projects within Wyandotte County, Kansas?

YES NO (*circle one*)

- All deliveries will be F.O.B. Destination and there must be no obligations on the part of any member of said Council, CBP, or PPP to utilize this Contract.
- Sales will be made in accordance with the prices, terms, and conditions of the Contract Documents and any subsequent contract.
- There must be no obligation under the cooperative procurement agreement for any organization to utilize the Contract.
- All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.
- The Unified Government Purchasing Director is responsible for handling the solicitation and award of the contract. The Purchasing Director has authority to modify the contract and handle disputes regarding the substance of the contract.
- Each jurisdiction, CBP, or PPP that is a party to the joint Contract has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.
- The Offeror reserves the right to require, a) a minimum purchase order amount to ensure the Offeror can offset initial mobilization and operational costs, or b) reimbursement for additional mobilization costs for the initial setup and deployment of services.

**SIGNATURE**

The Offeror will comply with all provisions in the RFP, and if applicable, provide notice that the Offeror qualifies as a Unified Government bidder. Proposal Questionnaires must be signed by a company officer empowered to bind the company. An Offeror's failure to include these items in their Proposals may cause their Proposal to be determined to be non-responsive and the Proposal may be rejected.

Respectfully submitted,

By _____ _____
Signature Date SEAL

_____
Title

Attest _____
(Corporations only)

_____
Business Address

_____
License Number (if applicable)

Offeror's form of business is:

_____An INDIVIDUAL,
residing in the State of _____

_____A PARTNERSHIP,
organized in the State of _____

_____A CORPORATION,
incorporated in the State of _____

# FACILITY REPAIRS
# SCOPE OF WORK

# SCOPE OF WORK

The Unified Government is seeking to enter into a term and supply contract with one or more construction firms located near Wyandotte County, Kansas to provide on-call and planned construction work at wastewater, stormwater, or flood management facilities. The types of construction work to be authorized under this contract are outlined under this Scope of Work section. This contract will be used to conduct construction work when the Unified Government determines it is more cost-effective than the normal design-bid-construction process, or when the work must be expedited. The method of payment will be based on actual time and material expenses, as described in the Project Award section below.

**Types of Construction**

Work to be performed under this term and supply contract consists of four types of construction work that may be required at any of the Unified Government's wastewater, stormwater, or flood management facilities. In general, the work consists of civil, structural and architectural, mechanical, and electrical repairs and improvements. The Contractor must furnish all labor, tools, equipment, supplies, materials, and appurtenances necessary to perform routine and emergency work authorized under this contract. Examples of work that may be required include, but are not limited to, the following:

1. Civil Work – Earthwork, trenching, pavement, modification or replacement of landscaping, fencing, etc.
2. Structural and Architectural Work – Repair, replacement, or expansion of structures including: concrete, steel/metal, carpentry, masonry, roofing, doors/windows, protective coatings, demolition, etc.
3. Mechanical Work – Repair, replacement, or expansion of plumbing, yard piping, HVAC systems, and stormwater and wastewater facility equipment including bar screens, conveyors, washer-compactors, sludge/scum collectors, pumps, gates/valves, flow meters, heat exchangers, blowers, compressors, boilers, generators, mixers, chemical feed systems, belt presses, centrifuges, trickling filter distributors, odor control systems, aerators, etc.
4. Electrical Work – Repair, replacement, or expansion of high voltage and low voltage systems including transformers, switchgear, circuit breakers, starters, motors, AFDs/VFDs, controls (PLC and SCADA work by others), conduit/wiring/duct-banks, building/yard lighting, bridge cranes, etc.

**Project Award**

The following represent procedures for routine projects. For emergency work, these steps will be streamlined to expedite the work:

1. Project Development – The Unified Government will identify projects that meet the stated purpose of this contract and develop a scope of work.

2. Contractor Proposal – The Unified Government, at its sole discretion, will select a Contractor from those selected from this RFP and approach them with the project. The Contractor will review the details of the project (which may include plans and

specifications) and will submit an itemized cost estimate for review by the Unified Government. Estimates must utilize contract pricing and must be as firm and accurate as is possible without undue effort by the Contractor. The Unified Government and Contractor will discuss the proposal and make any necessary modifications until the proposal is acceptable to all parties.

3. Authorization of Work – The Unified Government will issue a written Project Authorization to the Contractor (signed by both parties), which confirms acceptance of the Contractor's proposal and establishes the scope of work and special contract terms and conditions by adopting the plans and specifications into the Agreement (i.e. term and supply contract). The Project Authorization will be issued with an official notice to proceed date.

4. Purchase Order – Contractor is issued a Purchase Order. The Purchase Order amount is considered a ceiling cost that cannot be exceeded without a change order that has been approved by the Unified Government. If, during a project, it becomes apparent that the ceiling cost might need to be increased; Contractor will immediately inform the Unified Government and submit a detailed cost estimate for the expected increase.

**Measurement and Payment**

1. General – Contractor will be paid on a "time and materials not to exceed" basis with the general intent of being paid for actual costs plus a markup for overhead and profit. Contractor must make a conscientious effort to minimize all costs to the Unified Government and should obtain multiple quotes from vendors and/or multiple firm bids from sub-contractors for materials or services, including those materials or services specifically requested by the Unified Government. Quotes/Bids requested by the Unified Government must be sealed and opened in the presence of Contractor and the Unified Government representative, when requested by the Unified Government. Contractor must track all work in a manner that provides details necessary to produce invoices that demonstrate conformity with contract pricing. Invoices, and supporting documentation, must be in a format approved by the Unified Government. Any approved costs not specifically addressed in the contract pricing must be negotiated and paid in accordance with the stated intent. The criteria for measurement and payment will also apply to sub-contract work. All markups must be calculated by multiplying the cost of the markup item by the decimal percentage markup + 1 (e.g. 1.15 for a 15% markup).

2. Payment Structure – This term and supply contract is based on time and materials costs, with adjustable percentage markups for the size and complexity of the project. The following table shows how markups will be applied to costs incurred on the project. The following sections detail each line item.

   In general, the contract payment will be as follows. Refer to Price Proposal Tables for a numerical example.

Table 1 – Term and Supply Contract Markup Method

| Line | Cost Item or Calculation (Using Price Proposal Tables) |
|---|---|
| **A** | Equipment & Materials Incorporated into the Work |
| **B** | General Contractor Labor |
| **C** | Construction Equipment Used to Perform the Work |
| **Sub-Total 1** | A + B + C |
| | |
| **D** | Overhead and Profit (OHP Decimal Markup X Sub-Total 1) |
| **Sub-Total 2** | Sub-Total 1 + D |
| | |
| **E** | Subcontractor Costs |
| **F** | Contractor Markup on Subcontractor (Contractor Decimal Markup X E) |
| **Sub-Total 3** | E + F |
| | |
| **Sub-Total 4** | Sub-Total 2 + Sub-Total 3 |
| **G** | Bonds and Insurance (B&I Decimal Markup X Sub-Total 4) |
| **H** | At-Cost Items (Permit Fees, Etc.) |
| **Total Cost** | **Sub-Total 4 + G + H** |

3. Line A – Equipment and Materials Incorporated into the Work – The following categories of expenses will be included in Line A expenses:

    a. Equipment and Materials Incorporated into the Work – Contractor will be paid for the cost of new equipment and materials purchased for, and incorporated into, the project. Construction materials do not include expendable supplies, which are included in the Labor Billing Rates – See Item 4. Purchase receipts are required for all cost reimbursements. The Unified Government has the option to take possession of surplus materials that are purchased for the work, or to not pay for surplus materials.

    b. Equipment Startup and Training – Equipment suppliers will include startup and training for the Unified Government employees in their cost proposals, unless specified otherwise. The startup and training scope and cost is to be approved by the Unified Government prior to Contractor placing an order.

c. Other – Direct expenses incurred by the Contractor that are specific to the project, but not addressed under the Measurement and Payment section, will be paid according to actual cost. Administrative expenses and any office-type expenses do not apply to this category.

d. Note: An overhead and profit markup will be applied to all Line A expenses (See Line D)

4. Line B – General Contractor Labor:

General Contractor Labor will be paid in accordance with the Billing Rates entered on the Labor Price Sheet (See Price Proposal Tables) for employees of the Contractor's firm including field personnel as well as specific office personnel with dedicated functions on the project such as project manager or project engineer. General office staff such as executives, accountants, purchasing agents, general administrative staff, etc., must not be included. Contractor must track the dates and times worked by each employee on a time sheet and submit to the Unified Government on a weekly basis. All work must be performed at regular hourly rates, not overtime rates, unless approved in advance by the Unified Government. Contractor must not use a crew larger than is required to perform the work. Billing Rate for any labor that does not fall under one of the job classifications on the Labor Price Sheet (Form 6) must be negotiated. The Unified Government reserves the right to add other labor classifications as required.

Billing Rates for each job classification must include the following:

- Employee salary and benefits
- Travel time for employee (employee paid only for hours worked at job-site or for travel related to the performance of the work (example: picking up materials))
- Travel expenses, including use of company vehicles (e.g., pickup trucks and passenger cars)
- Safety gear and clothing
- Personal electronic devices (cell phones, computers, cameras, etc.)
- Hand tools and minor equipment (includes small powered hand tools/equipment)
- Expendable supplies (e.g., fuel, cleaning supplies, lubricants/sprays, wiring & plumbing supplies, etc.)

The prices quoted by the successful bidder must remain firm during the initial contract period. Prices for contract renewal periods must be negotiated and mutually agreed upon.

An overhead and profit markup will be applied to Line B expenses (see Line D).

5. Line C - Construction Equipment and Materials (Used to Perform the Work):

Construction equipment is defined as wheeled vehicles, track vehicles, and powered (electric, pneumatic, hydraulic) construction equipment such as portable pumps, portable generators, concrete mixers, etc. It does not include hand tools or small powered hand

tools, nor pickup trucks and passenger vehicles (unless the vehicle is actively engaged in a work activity specific to the project), which are included in Labor Billing Rates. Construction equipment may be contractor-owned or rented equipment.

Construction equipment usage shall be paid in accordance with the Billing Rates on the Equipment Price Sheet (See Price Proposal Tables). This includes common construction equipment, and additional equipment may be added as the contractor desires when filling out the forms (although the additional equipment will not impact the cost component of this RFP). Any equipment not listed on the Equipment Price Sheet that is owned by the contractor will be paid in accordance with a standard equipment cost reference such as RS Means Building Construction Cost Data, bare cost only indexed to Kansas City, Kansas (reference to be mutually agreed to prior to beginning the work).

The rates for contractor-owned equipment will be based on the actual duration of when the equipment is needed on-site and will be the lesser of either the weekly rate or the sum of the daily rates, or the lesser of either the monthly rate or the sum of the weekly rates. Standby rates will apply in lieu of full usage rates when equipment must remain on-site but is idle. Standby time will be limited to 2 weeks unless otherwise agreed.

Equipment required for the work that the contractor does not own and is not included in Price Proposal Tables will be paid based on rental receipts. Contractor must endeavor to minimize rental costs by shopping for the best rental price and by minimizing the hours the equipment is tied-up on the job-site. The Unified Government will be billed only for the days and hours the equipment was required for the project and maintained in working condition, in a similar manner as for contractor-owned equipment.

Construction Trailer – For projects that require a construction office trailer, the contractor will be reimbursed for the actual cost of the trailer rental only, and not for any additional furnishings. For contractor-owned trailers, the contractor will be paid according to RS Means as defined above or Blue Book pricing. The Unified Government will provide water and electrical service without charge.

Materials used for Construction of the Work – These materials are mostly reusable, such as scaffolding, shoring materials, concrete forms, and safety fencing. Rented construction materials will be reimbursed at cost. The use of contractor-owned construction materials will be paid in accordance with a standard equipment cost reference such as RS Means as defined above (reference to be mutually agreed to prior to beginning the work).

Contractor must track the dates and times the equipment was used on a time sheet and submit to the Unified Government on a weekly basis.

An overhead and profit markup will be applied to all Line C expenses (See Line D).

6. Line D - Overhead and Profit:

   An Overhead and Profit Markup will be paid as a percentage markup of Subtotal 1 (see Table 1). Overhead and Profit percentage markups are to be entered in Price Proposal Tables. Because actual costs will not be known until the conclusion of the project, the contractor's estimate will be used as the basis for selecting the percentage markup from the table in Price Proposal Tables.

   The Overhead and Profit must account for company administration and overhead (office personnel not included under Item 4 and expenses including printing and office equipment costs) as well as the contractor's participation in project development (constructability reviews) and preparation of the Contractor's cost proposal.

7. Lines E and F - Subcontractors (Preferred Subcontractor and Other Subcontractors):

   There are two classifications of subcontractors on this contract:

   a. Preferred Subcontractor – This is the electrical subcontractor that is a member of the project team. The preferred subcontractor will have pre-negotiated labor rates as entered in Form 6 and may work on a not to exceed time and material basis. Preferred Subcontractor invoices must conform to the contract rates and include the Preferred Subcontractor's materials and equipment. The Preferred Subcontractor's labor, materials, and equipment can be marked up for overhead and profit by the Preferred Subcontractor based on a rate entered into Price Proposal Tables. The Preferred Subcontractor invoice may be then marked up by the General Contractor (per Line F, see Price Proposal Tables).

   b. Other Subcontractors – For subcontracted work, excluding preferred subcontractor work, the Contractor should obtain multiple quotes from sub-contractors for materials or services. Contractor must obtain multiple firm bids from sub-contractors for any materials or services specifically requested by the Unified Government. Quotes/Bids requested by the Unified Government must be sealed and opened in the presence of Contractor and the Unified Government representative, when requested by the Unified Government. Sub-contractor quotes must include all labor, materials, and equipment necessary for the subcontractor to perform the work. Alternatively, Owner may elect to require pricing of subcontractor work based on hourly rates (i.e., time and material with an overhead and profit markup). Sealed quotes/bids will be opened in the same manner as for lump-sum work, when requested by the Unified Government. For time and material subcontract work, the same methodology for payment outlined in Items 3, 4, 5, and 6 will be followed. The Contractor is allowed an additional markup on subcontractor work per Line F (see Price Proposal Tables).

8. Line G - Bonds and Insurance:

   Contractor must obtain all bonds and insurance required for each project. The Bonds and Insurance Markup will be paid as a percentage markup of Subtotal 4 (see Table 1).

The Bonds and Insurance percentage markup is to be entered in Price Proposal Tables. Because actual costs will not be known until the conclusion of the project, the contractor's estimate will be used as the basis for selecting the percentage markup from the table in the Price Proposal Tables. The bonds and insurance include:

- A Performance Bond
- A Statutory Bond
- Insurance Requirements

See Item 9 of this section for reimbursement for Bonds or Insurance not mentioned above.

9. Line H - Miscellaneous Costs (No Markup Allowed):

    a. Permits –The Contractor must obtain all necessary permits for the project and pay any permit fees, unless the Unified Government elects to pay the fees directly. Contractor will be reimbursed for the actual cost of the permit fees only (i.e. no labor or administrative costs to obtain permits). Contractor must provide the Unified Government with a copy of all permits obtained for the project and a copy of receipts for permit fee reimbursement.
    b. Disposal and Salvage – Disposal costs, such as landfill fees, will be paid according to actual cost. The Unified Government will have first right of refusal for salvage equipment and materials. Contractor salvage revenue will belong to the contractor. Contractor must submit documentation from disposal transactions for reimbursement.
    c. Mobilization/Demobilization – The contractor will be paid on a time and materials basis for mobilization and demobilization based on stated labor and equipment rates. These labor rates will contain the markup from Line D, but no separate payment for mobilization/demobilization will be made.
    d. Travel Expenses – Local travel expenses are not reimbursable under the contract as they are included in the Labor Billing Rates. The contractor's office locations are considered local. Out-of-town travel should not normally be required but will be reimbursed when approved in advance by the Unified Government. No markup will be allowed on travel expenses.
    e. Insurance requirements requested by the Owner and not found in RFP.
    f. Bonding requirements excluding the Performance and Statutory Bond (Maintenance Bond is an example).

10. Non-Reimbursable Costs:

    a. Licenses and Certifications – Contractor will be responsible for obtaining all licenses and certifications required to perform the work required by the project and to pay the cost of the licenses. No reimbursement will be made for licensing/certification costs.
    b. Errors in the Work – Materials, labor, construction equipment, subcontractor costs, and overhead and profit will not be paid for if these costs are a result of errors in the work arising through the contractor, subcontractor, or vendor's

failure to comply with the contract documents. The contractor is responsible for working with vendors on errors or omissions in the materials supplied. Time and materials spent by Contractor resolving issues with subcontractor or vendor's work must be tracked separately. Contractor must notify the owner as soon as an error associated with their work, their subcontractors' work, or vendor supplied equipment or material is identified.

**Changes in the Work**

1. Initiation - Work change proposals may be initiated by the Unified Government, Engineer, or Contractor

2. Evaluation - Engineer (or the Unified Government, if no Engineer is involved) will lead the effort to evaluate potential work changes. Contractor will assist in developing and evaluating options, and provide detailed cost estimates.

3. Approval - Engineer will obtain the Unified Government approval of all work changes, then prepare a Work Change form to issue to the Contractor. The Work Change form will have an estimated cost and time to perform the work. Contractor will accept direction for work changes only from the Engineer/Architect (or the Unified Government, if no Engineer/Architect is involved).

4. Payment – Contractor will be paid for work changes on a time and material basis, as specified under the Measurement and Payment section above. No separate tracking of the costs for work changes is required.

5. Addendums – An addendum (i.e. change order) to the construction Project Authorization is required whenever an increase in the Project Authorization amount is needed to cover the cost of approved work changes. The additional work should be related to the original scope of work. Addendums must be signed/approved by the Unified Government General Manager.

6. Purchase Order Revision - the Unified Government will process a Purchase Order increase for the Contractor with each Addendum, if necessary.

7. New Authorizations - New Project Authorizations are required for work changes that are not related to the original scope of work. All Project Authorizations must be signed/approved by the Unified Government Project Manager. Each Project Authorization will have its own Contractor Purchase Order and Contractor must provide separate invoices for each Project Authorization.

# FACILITY REPAIRS
# PRICE PROPOSAL

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY / KANSAS CITY, KANSAS**

**P R I C E P R O P O S A L - F A C I L I T Y R E P A I R S**

To: The Unified Government of Wyandotte County/Kansas City, Kansas

Price Proposal of _____
(hereinafter called "Offeror") organized and existing under the laws of the State of

_____, doing business as _____

_____.

1. In compliance with the Request for Proposal, the undersigned Offeror hereby proposes to furnish all material, tools, labor and equipment and to perform all Work necessary to construct and complete the Project known as:

   **Project Name: On-Call Wastewater, Stormwater, and Flood Management Facility Maintenance**
   **Project ID: RFP R43262**

   in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated herein.

2. By submission of this Price Proposal, each Offeror certifies, and in the case of a joint Price Proposal each party thereto certifies, as to his/her own organization, that:

   A. The price submitted is independently arrived at without collusion.

   B. The Offeror has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas.

   C. The Offeror has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 29-635 (Gratuities and Kickbacks) of the Procurement Code.

   D. The Offeror represents that he has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

3. Offeror acknowledges receipt of the following Amendment(s):

_____

_____

_____

4. Offeror agrees to furnish all materials, labor, tools, equipment and perform all the Work described in the Contract Documents for the following prices:

*(Listed on attached table)*

Respectfully submitted,

By _____ _____ SEAL
Signature Date

_____
Title

Offeror's form of business is:

Attest _____ _____An INDIVIDUAL,
(Corporations only) residing in the State of _____

_____ _____A PARTNERSHIP,
Business Address organized in the State of _____

_____ _____A CORPORATION,
License Number (if applicable) incorporated in the State of _____

# PRICE PROPOSAL TABLES

**Table 1 – Labor Billing Rates**

| JOB CLASSIFICATION | BILLING RATE ($/HR)[1] | | |
|---|---|---|---|
| | Regular | Overtime[2] | Premium[3] |
| **Management, Supervision, Engineering:** | | | |
| Project Manager/Project Engineer/Architect[4] | | | |
| Project Superintendent[4] | | | |
| Foreman | | | |
| Documents Coordinator[5] | | | |
| Electrical Project Manager/Project Engineer[4] | | | |
| Electrical Project Superintendent[4] | | | |
| Electrical Foreman | | | |
| **Construction Trades:** | | | |
| Carpenter | | | |
| Concrete Mason/Finisher | | | |
| Equipment Operator | | | |
| Iron Worker | | | |
| Laborer | | | |
| Plumber/Pipefitter/Pipelayer | | | |
| Truck Driver/Hauler/Teamster | | | |
| Electrician | | | |

(1) Refer to Scope of Work - Measurement and Payment Section, for what is included in the Billing Rates.

(2) Defined as hours in excess of regular daily or weekly work hours – not reimbursable unless negotiated in advance with the Unified Government.

(3) Premium rates are defined as emergency or holiday hours, and must be pre-approved by the Unified Government.

(4) The Project Manager/Engineer/Architect oversees the project as a whole, supervises invoices and submittals, and helps finalize shop drawings and operations and maintenance manuals. The Superintendent is defined as the person assigned to run the day-to-day operations of the construction site, coordinate the delivery of materials, and oversee subcontractors. Refer to Scope of Work – Measurement and Payment Section.

(5) Documents Coordinator can be billed if tasks related to shop drawings, submittals, O&Ms, etc. are not performed by the Project Manager/Project Engineer/Architect. General administration will be included in the overhead and profit markup.

**Table 2 – Overhead & Profit (Line D)[1]**

| | |
|---|---|
| Sub-Total 1: Less than $100,000 | % |
| Sub-Total 1: $100,001 - $500,000 | % |
| Sub-Total 1: $500,001 + | % |

(1) Markup will be multiplied by Subtotal 1. Subtotal 1 is defined as the cost of wastewater equipment, materials incorporated into the work, contractor's labor, and contractor's equipment costs.

**Table 3 – General Contractor Markup on Subcontractor Work (Line F)[2]**

| | |
|---|---|
| Line F | % |

(2) Markup will be multiplied by the sum of the costs of all subcontractors on the project (both Preferred Subcontractors and other subcontractors).

**Table 4 – Bonds & Insurance (Line G)[3]**

| | |
|---|---|
| Sub-Total 4: Less than $100,000 | % |
| Sub-Total 4: $100,001 - $500,000 | % |
| Sub-Total 4: $500,001 + | % |

(3) Markup will be multiplied by Subtotal 4, which is defined as the sum of Subtotals 2 and 3.

**Table 5 – Preferred Subcontractor Overhead and Profit Markup[4]**

| | |
|---|---|
| Percent Markup of Preferred Subcontractor on Preferred Subcontractor's Work | % |

(4) Markup will be applied by the Preferred Subcontractor on their own labor, materials, and equipment before submission of invoices to General Contractor. General Contractor may then markup Preferred Subcontractor's invoice by the amount specified in Line F (Table 3).

## Table 6 – Contractor Equipment Billing Rates

| EQUIPMENT TYPE AND SIZE | BILLING RATE ($)[1] | | | | | |
|---|---|---|---|---|---|---|
| | Hourly | Daily | Weekly | | Monthly | |
| | Active | Active | Active | Standby | Active | Standby |
| Large Excavator (> 45,000 lbs) | | | | | | |
| Medium-Sized Excavator (20,000 lbs to 45,000 lbs) | | | | | | |
| Small Excavator (< 20,000 lbs) | | | | | | |
| Lull/Telehandler/Shooting Boom Forklift (8,000 - 9,000 lbs) | | | | | | |
| Skid Steer (Bobcat) | | | | | | |
| Dump Truck (Tandem Axle) | | | | | | |
| Crane (20 Ton with 90-Foot Reach) | | | | | | |
| Additional Equipment (Optional)[2] | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

(1) Refer to Scope of Work - Measurement and Payment Section, for a list of all that is included in the Contractor Equipment Rates.

(2) Additional equipment and rates may be added if Contractor desires. Failure to add additional equipment will not affect the price component of the bid.

Submitted: _____ _____

Signature Date

_____

Title - Authorized Representative

_____

Firm Name

_____

Address

_____

City and State

_____

Telephone No.

## Sample Project A – WWTP Process Building Rehabilitation

Project A consists of the rehabilitation of an existing Wastewater Treatment Plant building including concrete, electrical, and piping modifications. The cost of materials for this project was $350,000 to the Prime Contractor. The Preferred Subcontractor incurred $15,000 in costs in materials incorporated into the work and equipment. Subcontractor bids were received for HVAC and Instrumentation at a total cost of $25,000. The labor and equipment hours are included in Tables A1, A2, and A3. Fill out Tables A1, A2, A3, and A4 using billing rates and markups in Price Proposal Tables 1 through 6.

### Table A1 – Prime Contractor Labor Cost

| JOB CLASSIFICATION | Hours Worked (Column A) | Hourly Rate (Column B) | A*B |
|---|---|---|---|
| | | ($/Hour)[1] | ($) |
| Project Manager/Project Engineer | 80 | | |
| Project Superintendent | 320 | | |
| Foreman | 320 | | |
| Documents Coordinator | 80 | | |
| Carpenter | 120 | | |
| Concrete Mason | 120 | | |
| Equipment Operator | 200 | | |
| Iron Worker | 70 | | |
| Laborer | 300 | | |
| Plumber/Pipefitter/Pipelayer | 270 | | |
| Truck Driver/Hauler/Teamster | 80 | | |
| | | Prime Contractor Labor Total: | |

(1) Use Regular Hourly Rates from Price Proposal Table 1

## Table A2 – Prime Contractor Equipment Cost

| EQUIPMENT | Rate Type (Column A) | | | Rate (Column B)[1] | A*B |
|---|---|---|---|---|---|
| | Unit | Timeframe[2] | Active/Standby | ($/Rate Type) | ($) |
| Large Excavator (> 45,000 lbs) | N/A | N/A | N/A | | |
| Medium-Sized Excavator (20,000 lbs to 45,000 lbs) | 4 | Days | Active | | |
| Small Excavator (< 20,000 lbs) | 4 | Weeks | Active | | |
| Small Excavator (< 20,000 lbs) | 1 | Week | Standby | | |
| Lull/Telehandler/Shooting Boom Forklift (8,000 - 9,000 lbs) | N/A | N/A | N/A | $ - | $0.00 |
| Skid Steer (Bobcat) | 2 | Months | Active | | |
| Dump Truck (Tandem Axle) | 3 | Weeks | Active | | |
| Crane (20 Ton with 90-Foot Reach) | 2 | Weeks | Active | | |
| | | | | **Construction Equipment Total:** | |

(1) Use Equipment Rates from Price Proposal Table 6

(2) For the purpose of filling in Table A2, use timeframes given (i.e. use 4 weeks of the weekly rate, not 1 month)

## Table A3 – Subcontractor Costs

| Labor Classification - Preferred Subcontractor | Hours Worked (Column A) | Hourly Rate (Column B) | A*B |
|---|---|---|---|
| | | ($/Hour)[1] | ($) |
| Electrical Project Manager/Project Engineer[1] | 40 | | |
| Electrical Project Superintendent[1] | 80 | | |
| Electrical Foreman[1] | 80 | | |
| Electrician[1] | 320 | | |
| | | **Labor Total:** | |
| | | | |
| **Materials and Equipment - Preferred Subcontractor** | **Cost** | **Quanitity** | |
| Materials Incorporated Into the Work & Equipment | $15,000 | 1 | $15,000 |
| | | **Materials Total:** | **$15,000** |
| | | | |
| **Markup - Preferred Subcontractor** | | | |
| | | **Labor + Materials Total:** | |
| | | Preferred Subcontractor % Markup (From Price Proposal Table 5) | % |
| | | **Preferred Subcontractor Total:** | |
| | | | |
| | | **Other Subcontractor Totals:** | $25,000 |
| | | **Total Subcontractor Cost:** | |

(1) Use Regular Hourly Rates from Price Proposal Table 1

## Table A4 – Sample Project A Cost with Markups

| | |
|---|---|
| Line A: Cost of Materials | *:350,000* |
| Line B: Labor Total (From Table A1) | |
| Line C: Construction Equipment Total (From Table A2) | |
| **Sub-Total 1 = (A+B+C)** | |
| | |
| Sub-Total 1 | |
| Overhead and Profit % Markup (From Price Proposal Table 2) | % |
| Line D: Overhead and Profit Markup ($) | |
| **Sub-Total 2 = (Sub-Total 1 + D)** | |
| | |
| Line E: Total Subcontractor Cost (From Table A3) | |
| Subcontractor % Markup (From Price Proposal Table 3) | % |
| Line F: Subcontractor Markup ($) | |
| **Sub-Total 3 = (E + F)** | |
| | |
| Sub-Total 4 = (Sub-Total 2 + Sub-Total 3) | |
| Bonds and Insurance % Markup (From Price Proposal Table 4) | % |
| Line G: Bonds and Insurance Markup ($) | |
| Line H: Direct Costs | $0.00 |
| **Sample Project A Total (Sub-Total 4 + G + H)** | |

## Sample Project B – Clarifier Mechanism Replacement

Project B consists of the replacement of a clarifier mechanism, including concrete repairs and minor electrical modifications. The cost of materials for this project was $200,000. The Preferred Subcontractor incurred material costs of $10,000. Subcontractor bids were received for coatings at a total cost of $18,000. The labor and equipment hours are included in Tables B1, B2, and B3. Fill out Tables B1, B2, B3, and B4 using billing rates and markups in Price Proposal Tables 1 through 6.

### Table B1 – Prime Contractor Labor Cost

| JOB CLASSIFICATION | Hours Worked (Column A) | Hourly Rate (Column B) | A*B |
|---|---|---|---|
| | | ($/Hour)[1] | ($) |
| Project Manager/Project Engineer | 80 | | |
| Project Superintendent | 160 | | |
| Foreman | 120 | | |
| Documents Coordinator | 80 | | |
| Carpenter | 40 | | |
| Concrete Mason | 40 | | |
| Equipment Operator | 120 | | |
| Iron Worker | 60 | | |
| Laborer | 480 | | |
| Plumber/Pipefitter/Pipelayer | 75 | | |
| Truck Driver/Hauler/Teamster | 80 | | |
| | | Prime Contractor Labor Total: | |

(1) Use Regular Hourly Rates from Price Proposal Table 1

## Table B2 – Prime Contractor Equipment Cost

| EQUIPMENT | Rate Type (Column A) | | | Rate (Column B)[1] | A*B |
|---|---|---|---|---|---|
| | Unit | Timeframe[2] | Active/Standby | ($/Rate Type) | ($) |
| Large Excavator (> 45,000 lbs) | 3 | Days | Active | | |
| Medium-Sized Excavator (20,000 lbs to 45,000 lbs) | 3 | Weeks | Active | | |
| Medium-Sized Excavator (20,000 lbs to 45,000 lbs) | 1 | Weeks | Standby | | |
| Small Excavator (< 20,000 lbs) | N/A | N/A | N/A | $ - | $0.00 |
| Lull/Telehandler/Shooting Boom Forklift (8,000 - 9,000 lbs) | 3 | Weeks | Active | | |
| Skid Steer (Bobcat) | 3 | Weeks | Active | | |
| Dump Truck (Tandem Axle) | 4 | Days | Active | | |
| Crane (20 Ton with 90-Foot Reach) | 4 | Days | Active | | |
| | | | | Construction Equipment Total: | |

(1) Use Equipment Rates from Price Proposal Table 6

(2) For the purpose of filling in Table A2, use timeframes given (i.e. use 4 weeks of the weekly rate, not 1 month)

## Table B3 – Subcontractor Costs

| Labor Classification - Preferred Subcontractor | Hours Worked (Column A) | Hourly Rate (Column B) | A*B |
|---|---|---|---|
| | | ($/Hour)[1] | ($) |
| Electrical Project Manager/Project Engineer[1] | 20 | | |
| Electrical Project Superintendent[1] | 30 | | |
| Electrical Foreman[1] | 30 | | |
| Electrician[1] | 30 | | |
| | | **Labor Total:** | |
| | | | |
| **Materials and Equipment - Preferred Subcontractor** | **Cost** | **Quanitity** | |
| Materials Incorporated Into the Work & Equipment | $10,000 | 1 | $10,000 |
| | | **Materials Total:** | **$10,000** |
| | | | |
| **Markup - Preferred Subcontractor** | | | |
| | | **Labor + Materials Total:** | |
| | | Preferred Subcontractor % Markup (From Price Proposal Table 5) | % |
| | | **Preferred Subcontractor Total:** | |
| | | | |
| | | **Other Subcontractor Totals:** | $18,000 |
| | | **Total Subcontractor Cost:** | |

(1) Use Regular Hourly Rates from Price Proposal Table 1

## Table B4 – Sample Project B Cost with Markups

| | |
|---|---|
| Line A: Cost of Materials | *:200,000* |
| Line B: Labor Total (From Table B1) | |
| Line C: Construction Equipment Total (From Table B2) | |
| **Sub-Total 1 = (A+B+C)** | |
| | |
| Sub-Total 1 | |
| Overhead and Profit % Markup (From Price Proposal Table 2) | % |
| Line D: Overhead and Profit Markup ($) | |
| **Sub-Total 2 = (Sub-Total 1 + D)** | |
| | |
| Line E: Total Subcontractor Cost (From Table B3) | |
| Subcontractor % Markup (From Price Proposal Table 3) | % |
| Line F: Subcontractor Markup ($) | |
| **Sub-Total 3 = (E + F)** | |
| | |
| Sub-Total 4 = (Sub-Total 2 + Sub-Total 3) | |
| Bonds and Insurance % Markup (From Price Proposal Table 4) | % |
| Line G: Bonds and Insurance Markup ($) | |
| Line H: Direct Costs | $0.00 |
| **Sample Project A Total (Sub-Total 4 + G + H)** | |

## Sample Project C – Electrical Building Rehabilitation

Project C consists of the replacement of electrical equipment in a wastewater process room. The project includes minor Prime Contractor work and the management of an HVAC subcontractor. The cost of the Prime Contractor's materials was $10,000. The Preferred Subcontractor had $40,000 in materials and equipment costs. HVAC Subcontractor bids were received for $33,000. The labor and equipment hours are included in Tables C1, C2, and C3. Fill out Tables C1, C2, C3, and C4 using billing rates and markups in Price Proposal Tables 1 through 6.

### Table C1 – Prime Contractor Labor Cost

| JOB CLASSIFICATION | Hours Worked (Column A) | Hourly Rate (Column B) | A*B |
|---|---|---|---|
| | | ($/Hour)[1] | ($) |
| Project Manager/Project Engineer | 32 | | |
| Project Superintendent | 120 | | |
| Foreman | 0 | $ - | $0.00 |
| Documents Coordinator | 40 | | |
| Carpenter | 0 | $ - | $0.00 |
| Concrete Mason | 0 | $ - | $0.00 |
| Equipment Operator | 0 | $ - | $0.00 |
| Iron Worker | 0 | $ - | $0.00 |
| Laborer | 0 | $ - | $0.00 |
| Plumber/Pipefitter/Pipelayer | 0 | $ - | $0.00 |
| Truck Driver/Hauler/Teamster | 0 | $ - | $0.00 |
| | | Prime Contractor Labor Total: | |

(1) Use Regular Hourly Rates from Price Proposal Table 1

## Table C2 – Prime Contractor Equipment Cost

| EQUIPMENT | Rate Type (Column A) | | | Rate (Column B)[1] | A*B |
|---|---|---|---|---|---|
| | Unit | Timeframe[2] | Active/Standby | ($/Rate Type) | ($) |
| Large Excavator (> 45,000 lbs) | N/A | N/A | N/A | $ - | $0.00 |
| Medium-Sized Excavator (20,000 lbs to 45,000 lbs) | N/A | N/A | N/A | $ - | $0.00 |
| Medium-Sized Excavator (20,000 lbs to 45,000 lbs) | N/A | N/A | N/A | $ - | $0.00 |
| Small Excavator (< 20,000 lbs) | N/A | N/A | N/A | $ - | $0.00 |
| Lull/Telehandler (8,000 - 9,000 lbs) | N/A | N/A | N/A | $ - | $0.00 |
| Skid Steer (Bobcat) | N/A | N/A | N/A | $ - | $0.00 |
| Dump Truck (Tandem Axle) | N/A | N/A | N/A | $ - | $0.00 |
| Crane (20 Ton with 90-Foot Reach) | N/A | N/A | N/A | $ - | $0.00 |
| | | | | Construction Equipment Total: | $0.00 |

(1) Use Equipment Rates from Price Proposal Table 6

(2) For the purpose of filling in Table A2, use timeframes given (i.e. use 4 weeks of the weekly rate, not 1 month)

## Table C3 – Subcontractor Costs

| Labor Classification - Preferred Subcontractor | Hours Worked (Column A) | Hourly Rate (Column B) | A*B |
|---|---|---|---|
| | | ($/Hour)[1] | ($) |
| Electrical Project Manager/Project Engineer[1] | 120 | | |
| Electrical Project Superintendent[1] | 280 | | |
| Electrical Foreman[1] | 280 | | |
| Electrician[1] | 300 | | |
| | | **Labor Total:** | |
| | | | |
| **Materials and Equipment - Preferred Subcontractor** | **Cost** | **Quanitity** | |
| Materials Incorporated Into the Work & Equipment | $40,000 | 1 | $40,000 |
| | | **Materials Total:** | **$40,000** |
| | | | |
| **Markup - Preferred Subcontractor** | | | |
| | | **Labor + Materials Total:** | |
| | | Preferred Subcontractor % Markup (From Price Proposal Table 5) | % |
| | | **Preferred Subcontractor Total:** | |
| | | | |
| | | **Other Subcontractor Totals:** | $33,000 |
| | | **Total Subcontractor Cost:** | |

(1) Use Regular Hourly Rates from Price Proposal Table 1

## Table C4 – Sample Project B Cost with Markups

| | |
|---|---|
| Line A: Cost of Materials | *:10,000* |
| Line B: Labor Total (From Table C1) | |
| Line C: Construction Equipment Total (From Table C2) | $0.00 |
| **Sub-Total 1 = (A+B+C)** | |
| | |
| Sub-Total 1 | |
| Overhead and Profit % Markup (From Price Proposal Table 2) | % |
| Line D: Overhead and Profit Markup ($) | |
| **Sub-Total 2 = (Sub-Total 1 + D)** | |
| | |
| Line E: Total Subcontractor Cost (From Table C3) | |
| Subcontractor % Markup (From Price Proposal Table 3) | % |
| Line F: Subcontractor Markup ($) | |
| **Sub-Total 3 = (E + F)** | |
| | |
| Sub-Total 4 = (Sub-Total 2 + Sub-Total 3) | |
| Bonds and Insurance % Markup (From Price Proposal Table 4) | % |
| Line G: Bonds and Insurance Markup ($) | |
| Line H: Direct Costs | $0.00 |
| **Sample Project A Total (Sub-Total 4 + G + H)** | |

# Category 3

# REQUEST FOR PROPOSAL

# SCADA SYSTEM MAINTENANCE AND INTEGRATION

# Department of Procurement and Contract Compliance

## REQUEST FOR PROPOSAL
## SCADA SYSTEM MAINTENANCE AND INTEGRATION

**RFP R43262**
**For**
**“On-Call Wastewater, Stormwater, and Flood Management Facility Maintenance”**

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# Article I. General Information

## *Section 1.01 Method of Source Selection*

Section 29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas (Unified Government) Procurement Code allows for the use of Competitive Sealed Proposals when it is determined in writing that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government.

Utilization of Competitive Sealed Proposals for this project has been approved by the Public Works Director. Award will be made to the responsible Offeror whose Proposal is determined to be the most advantageous to the Unified Government taking into consideration price and the evaluation factors described in Article VII of this Request for Proposal (RFP).

## *Section 1.02 Purpose*

The Unified Government Department of Public Works is accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of providing SCADA system maintenance and integration identified in the Contract Documents titled, “On-Call Wastewater, Stormwater, and Flood Management Facility Maintenance.”

The Unified Government is seeking to enter into a term and supply contract with one or more contractor(s) to provide SCADA system maintenance and integration for equipment in Environmental Services wastewater, stormwater, and flood management Facilities.

The scope of work for each project will be to inspect and provide SCADA system maintenance and integration for the system in the facilities and fully restore the system to equal or better condition. The work will be in response to system failures requiring an immediate response to minimize disruptions to the SCADA system and operation of facilities; this work is generally expected to be of short duration. The contractor shall furnish all labor, tools, equipment, supplies, materials, and appurtenances necessary to perform routine and emergency SCADA system work authorized under this contract.

Offerors providing such services must meet the requirements of this RFP.

This contract may be awarded to more than one contractor to ensure resources are available when they are needed, thereby providing prompt service to the community. Projects to be assigned to the Contractor will be identified by the Unified Government. **No minimum contract amount is guaranteed; however, the annual maximum dollar value is estimated to be $1,000,000 total for all contracts resulting from award of this RFP.**

## *Section 1.03 Project Procedures*

Projects will generally be initiated as follows. For unplanned or emergency work, these steps will be streamlined to expedite the work.

- Planned Projects. The Unified Government will identify projects that meet the stated purpose of this contract and develop a scope of work. One of the Unified Government's contract consulting Engineers/Architects may be utilized to assist with the scope of work.
- Unplanned Projects. The Unified Government, at its sole discretion, will select a contractor from those selected from this RFP and approach them with the project. Contractors are required to respond with a company representative to the repair site within four (4) hours upon notification by Unified Government staff. Contractor will be given time to assess the scope of work and the appropriate equipment and personnel to complete the work. Contractor is then required to begin mobilization on a timeline as directed by the Unified Government after completing the initial site visit. Mobilization times will vary depending on the specific urgency of the project, but typically 24 to 48 hours after the initial site visit.
- Contractor Proposal. The Unified Government, at its sole discretion, will select a contractor from those selected from this RFP and approach them with the project. The contractor will review the details of the project and submit an itemized cost estimate for review by the Unified Government and the Unified Government's contract consulting Engineer/Architect, if applicable. The Unified Government, Engineer/Architect, and Contractor shall discuss the proposal and make any necessary modifications until the proposal is acceptable to all parties.
- Authorization of Work. The Unified Government will issue a written project Authorization to the Contractor (signed by both parties), which confirms acceptance of the Contractor's proposal and establishes the scope of work and special contract terms and conditions by adopting the plans and specifications into the Agreement (i.e., term and supply contract). The project Authorization will be issued with an official notice to proceed date.
- Purchase Order. The Unified Government will issue a Purchase Order to the Contractor. The Purchase Order amount is considered a maximum not-to-exceed cost that cannot be exceeded without a change order that has been approved by the Unified Government. If, during a project, it becomes apparent that the maximum not-to-exceed cost needs to be increased due to a change in scope; Contractor will immediately inform the Unified Government and submit a detailed cost estimate for the change in scope and expected increase.
- The Unified Government is not obligated to use this term and supply contract for any work. The contract will be used at the sole discretion of the Unified Government.
- If more than one contractor is awarded this term and supply contract, the Unified Government has sole discretion in selecting which contractor is awarded each project. For some projects, the Unified Government may interview contractors prior to selecting one to submit a cost proposal.
- Although it is not the intent of this term and supply contract that bids be solicited for a project, this does not preclude the Unified Government from obtaining a cost estimate from more than one term and supply contractor.
- Contractors are not guaranteed the award of any project under this term and supply contract. There is no minimum number of projects or dollar amount of projects to be awarded.

## *Section 1.04 Existing Environment*

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas, and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects.

## *Section 1.05 Required Review*

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the Procurement Officer at least ten days before the Proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Offeror's Proposals upon which award cannot be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Procurement Officer, in writing, at least ten days before the time set for opening.

## *Section 1.06 Protests and Appeals*

Any protest or appeal of the award of the Agreement must be in writing and received by the Purchasing Director within seven days of the County Administrator’s decision. The written communication must list the specific areas of protest and suggested remedy. The decision of the Purchasing Director on any protest or appeal shall be final.

## *Section 1.07 Inquiries - Clarifications*

Any information obtained from an officer, agent or employee of the Unified Government or any other person shall not modify or change the Contract Documents and shall not affect the risk or obligation assumed by the Offeror or relieve him from fulfilling any of the conditions of the Contract Documents. Should an Offeror be in doubt as to the meaning of any provisions of the Contract Documents, he may submit to the Unified Government a written request for an interpretation. Any written request for interpretation shall be submitted to the Unified Government no later than seven days from the date set for receipt of proposals. Any interpretation of the Contract Documents shall be made by amendment.

Any questions regarding the Contract Documents shall be directed in writing to the attention of the Procurement Officer via email, to the Office of Procurement and Contract Compliance ATTN: Teresa Houchins (thouchins@wycokck.org), Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be confirmed in writing by the interested party.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the Contract Documents. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the Contract Documents. The Procurement Officer will determine the appropriate method to be used.

## *Section 1.08 Amendments*

The Unified Government may issue amendments to the Contract Documents prior to the time for receipt of Proposals. The Offeror shall acknowledge receipt of all amendments by executing and submitting them with the Proposal on the Price Proposal form. Amendments will only be issued to potential Offerors known to have the RFP. All postponements of the opening date of Proposals shall be effectuated by amendment.

## *Section 1.09 Alternate Proposals*

Deviations from the requirements and specifications are permitted but must be noted separately explaining the nature of the deviation. When listing deviations, refer to the specific provision(s) to which the deviation pertains. Unless a deviation is expressly stated, the Proposal shall be evaluated as if it meets ALL specifications, and the Offeror submitting the Proposal shall be required to perform all services as required by the Contract Documents.

## *Section 1.10 Implied Requirements*

By submission of the Proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the Contract Documents, unless the Proposal specifically states otherwise. Any products and services that are not specifically addressed in the Contract Documents, but which are necessary to provide functional capabilities proposed by the Offeror must be included in the Proposal.

## *Section 1.11 Project Timetable and Contract Term*

The project timetable set out herein represents the Unified Government's best estimate of the schedule that will be followed for this contract. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

- Issue RFP: September 10, 2026
- Pre-Proposal Conference: September 24, 2026 at 8:00 am CDT
- Last day for Questions: October 16, 2026 at 11:00 am CDT
- Proposals Due: October 28, 2026 at 2:00 pm CDT
- Notice to Proceed: To be determined upon award

The contract resulting from this RFP will be effective for the approximate twelve-month period from the date of the Notice to Proceed. The Unified Government reserves the sole right to renew the contract for four additional twelve-month periods.

## *Section 1.12 Location of Work*

The location(s) the Work is to be performed is at various locations throughout Wyandotte County within the Environmental Services Division facilities as listed in the Contract Documents.

Offerors shall visit the site of work and existing facilities and shall fully inform themselves of existing conditions and limitations. Non-mandatory site visits will be scheduled for each site location listed in the Inspection, Preventive Maintenance, and Corrective Maintenance Scope of Work section. Contractors submitting for either contract are welcome to participate in site visits to verify locations and equipment types and sizes. The schedule will be released at the mandatory pre-proposal meeting. Responsibility for differing site conditions shall be determined in accordance with Section 16 of the General Conditions. The offeror shall be familiar with all federal, state, and local laws and regulations that may affect cost, progress, or performance of the work. Offeror shall prepare Proposal from complete Contract Documents.

## *Section 1.13 Proposals and Presentation Costs*

The Unified Government will not be liable in any way for any costs incurred by the Offeror in the preparation of their Proposal in response to the RFP nor for the presentation of their Proposal and/or participation in any discussions, interviews, or negotiations.

## *Section 1.14 Disclosure of Proposal Contents*

All Proposals and other material submitted become the property of the Unified Government and may be returned only at the Unified Government's option. Kansas Open Records Act requires public records to be open to reasonable inspection. All Proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, Proposals will become public information.

Trade secrets and other proprietary data contained in Proposals may be held confidential if the Offeror requests, in writing, that the Procurement Officer does so, and if the Procurement Officer agrees, in writing, to do so. Material considered confidential by the Offeror must be clearly identified and the Offeror must include a brief statement that sets out the reasons for confidentiality.

## *Section 1.15 Cooperative Procurement*

If the Offeror has indicated agreement to participate in the Cooperative Procurement Program in the Proposal Questionnaire, the Offeror shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other entities. The Offeror shall further understand and agree that participation by other entities is discretionary on the part of that entity and the Unified Government bears no financial responsibility for any payments due the Offeror by such entities.

## *Section 1.16 Independent Contractor Relation*

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be, and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons

supplied by the Offeror in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Offeror shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

## *Section 1.17 Determination of Responsibility and Responsiveness*

Per Section 29-198 (Duty Concerning Responsibility), before awarding a contract, the Procurement Officer must be satisfied that the Offeror is responsible. All Offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such Offeror. The determination of responsibility shall be governed by Section 29-198 of the Unified Government’s Procurement Code and Regulations. The contract file shall contain the basis on which the award is made.

Offeror's not complying with all the requirements contained in the Legal Notice of Request for Proposal and the Contract Documents may be judged non-responsive by the Procurement Officer. Offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such Offeror. The Unified Government may waive informalities in its determination of responsiveness and responsibility.

## *Section 1.18 Evaluation*

The Proposal Evaluation Committee shall evaluate all Proposals submitted and shall classify them as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Offerors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information is found in Article VII of this RFP.

## *Section 1.19 Equal Treatment*

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. Auction techniques (revealing one Offeror's price to another) and disclosure of any information derived from competing Proposals are prohibited.

## *Section 1.20 Award*

The contract shall be awarded in whole or in part to the responsible Offeror whose Proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful Offeror based upon the evaluation of the Proposal Evaluation Committee’s recommendation. The decision of the County Administrator will be final unless an appeal is filed as described in Section 1.06 of the RFP.

The contract, if awarded, will be on the basis of materials and equipment specified or described in the Contract Documents without consideration of possible substitute or "or-equal" items. Application for review of substitute or "or-equal" materials or equipment will not be considered by Engineer/Architect and Owner until after the Effective Date of the Agreement. The procedure for submission of any application for review of substitute or "or-equal" items by Offeror and consideration by Engineer/Architect and Owner is set forth in Section 8 of the General Conditions.

## *Section 1.21 Notification of Award*

Written notice of award shall be sent to the successful Offeror via email with read receipt for acknowledgement. The successful Offeror shall, within ten days from the date of receipt of the notice of award, perform the following:

- For contracts in excess of $50,000, submit a labor and material payment bond to the State of Kansas in the amount of 100% of the price specified in the Contract Documents.
- For contracts in excess of $50,000, submit a performance bond in the amount of 100% of the Contract Price.
- If the Offeror is not a corporation or a resident of the State of Kansas, submit an executed copy of the Appointment of Process Agent Form which has been filed in the office of the Clerk of the Wyandotte County District Court, with a copy to the Clerk of the Unified Government and the Buyer.
- If the Offeror is a foreign corporation, has applied to and been authorized by the Kansas Secretary of State to do business in Kansas in accordance with K.S.A. 17-7301 et seq., has a resident agent in the State of Kansas, execute and submit the Foreign Corporation Resident Agent Designation form to the Clerk of the Unified Government with a copy to the Buyer.
- Submit the Affidavit of Intended Utilization form provided in this Project Manual.
- Submit a certificate of insurance evidencing insurance as required by Section 27 of the General Conditions.
- Execute the Agreement.
- Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County / Kansas City, Kansas License Division at (913) 573-8780 for information regarding Licensing and Occupational Taxes.
- All bonds required by this Project Manual shall contain all terms and conditions contained in the provided bond forms and shall be executed by a surety company authorized to do business in the State of Kansas and countersigned by an agent licensed by the Unified Government. The attorney in fact who signs bonds must file with each bond a certified and effective dated copy of their power of attorney.
- The Unified Government of Wyandotte County / Kansas City, KS; Johnson County, KS; City of Kansas City, MO; and Jackson County, MO (collectively the “Local

Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Offeror agrees that the Offeror shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Offeror's compliance with the Tax Laws of the Local Governments shall be a condition of award. All Offerors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of $50,000.00 or more must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the "Local Governments" and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. For information, instructions, and forms regarding compliance requirements, contact the Contract Compliance Division located on the 3rd Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 318 or call (913) 573-5443.

## *Section 1.22 Right to Reject Proposals*

The Unified Government reserves the right without contest to accept or reject any Proposals or alternate Proposals. Offerors must comply with all the terms of the Contract Documents, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and regulations. The Procurement Officer may reject any Proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the Contract Documents.

Offerors may not restrict the rights of the Unified Government or qualify their Proposal. If an Offeror does so, the Procurement Officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The Unified Government reserves the right to waive minor irregularities in a Proposal and to correct obvious mathematical errors on a Price Proposal form. Minor irregularities may be waived by the Procurement Officer if determined that they:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP or Contract Documents;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the Work; or,
- do not constitute a substantial reservation against a requirement or provision.

If no Offerors meet all the mandatory requirements of the RFP, or if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award and to submit a revised RFP to Offerors at a later date or may choose to negotiate with those submitting Proposals.

## *Section 1.23 Mistakes in Proposals Discovered Prior to Award*

At any time prior to the specified date and time for submission, an Offeror may withdraw or

modify a Proposal. Any Proposal modification must be in writing, executed by an authorized person, and submitted to the Unified Government Clerk, 701 North 7th Street, 3rd Floor Suite 323, Kansas City, Kansas 66101 prior to the Proposal submission time and date. The Unified Government will deal with mistakes in Proposals in the same manner as described for correction or withdrawal of bids provided in Chapter 29, Section 29-153 of the Unified Government Procurement Code.

## *Section 1.24 Mistakes in Proposals Discovered After Award*

The Unified Government will deal with mistakes in Proposals as for bids according to Section 29-153 of the Unified Government Procurement Code.

## *Section 1.25 Notice to Proceed*

The Unified Government, within thirty (30) days of Offerors' compliance with all the conditions contained in Section 1.20, shall sign and return to the Offeror a photocopy of the executed Agreement. Should the Unified Government not execute the Agreement within thirty (30) days period, the Offeror may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of notice by the Unified Government.

The Notice to Proceed will be issued within thirty (30) days of the execution of the Agreement by the Unified Government. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Unified Government and the Offeror. If the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the Offeror may, by Written Notice, terminate the Agreement without further liability on the part of either party.

## *Section 1.26 Ownership of Reports, Drawings, Specifications, etc.*

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, findings, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall be the property of the Unified Government.

# Article II. Standard Contract Information

## *Section 2.01 Contract Type*

This contract is a Unit Price contract. The Price Proposal consists of a unit price tabulation for a single grand total. Comparison of Price Proposals will be based on the grand total.

Subcontractors are **not** permitted under this contract. All work must be completed by the prime contractor.

This contract may be awarded to more than one Offeror to ensure resources are available when they are needed.

## *Section 2.02 Contract Approval*

This RFP does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator, the Administrator's designate, or the Procurement Officer. Upon written notice to the Offeror, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the Offeror, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

## *Section 2.03 Proposal as a Part of the Contract*

This RFP and the successful Proposal will be incorporated into the contract.

## *Section 2.04 Additional Terms and Conditions*

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the Proposal evaluations.

## *Section 2.05 Insurance Requirements*

The successful Offeror must secure the insurance coverage required by the Unified Government as detailed in Section 27 of the General Conditions for each project Authorization. The coverage must be satisfactory to the Division of Risk Management. An Offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

## *Section 2.06 Bonds*

The successful Offeror shall obtain the required bonds for each project Authorization.

**Labor and Material Payment Bond**
If the contract is in excess of $50,000, the successful Offeror shall submit a labor and material payment bond to the State of Kansas in the amount of 100% of the price specified in the Contract Documents for the protection of all persons supplying labor, materials, equipment and supplies to the contractor or its subcontractor. Said bond shall comply with the requirements of K.S.A. 60-1111, as amended, and shall be filed with the Clerk of the District Court of Wyandotte County, Kansas.

**Performance Bond**
Where the contract is in excess of $50,000, the successful Offeror shall furnish the Unified Government with a Performance Bond in the amount of 100% of the Contract Price. The Performance Bond shall be conditioned upon the performance by the Offeror of all undertakings, covenants, terms, conditions, and agreement of the Contract Documents.

**Maintenance Bond**
The successful Offeror shall furnish the supplied Maintenance Bond in an amount equal to 25% of the total Contract Price holding good for a period of three (3) years after the final acceptance of the Work. The maintenance bond shall protect the Unified Government against all damages, losses and expenses which may occur to the Unified Government, by reasons of defective materials used, or by reason of defective workmanship done, for, and the maintenance, repair, or construction of, said work; and shall repair for said period of three (3) years, all work conducted at Unified Government facilities. If any items covered by the maintenance bond are not repaired or replaced by the Offeror within a reasonable time, as determined by the Unified Government or if a hazard occurs as the result of disrepairs, the Unified Government shall have the right to correct, or have corrected such disrepair, at the expense of the Offeror or Bonding Company.

Such bond shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent. Such bond shall be furnished by the Contractor immediately following the completion of the project and acceptance thereof by the Unified Government.

## *Section 2.07 Contract Pricing*

The prices provided by the successful Offeror(s) in the Price Proposal shall remain firm during the initial contract period. Prices for contract renewal periods shall be negotiated and mutually agreed upon by the successful Offeror(s) and the Unified Government. Updated pricing due to changes in the cost of labor and/or materials shall include documented justification for price increases and be submitted at least eight weeks prior to the contract period expiration date.

Any contract entered into will be of the “open end” type. The successful Offeror(s) will deliver such quantities as may be ordered, and the contract shall be binding only for the actual quantities ordered during the contract period. Orders will be issued throughout the contract period as needs are determined.

## *Section 2.08 Payment Procedures*

The Unified Government will make payments in accordance with Section 25 of the General Conditions.

## *Section 2.09 Proposed Payment Option*

A Virtual Payment Option is available. Contact Debbie Tipton, Accounts Payable, 913-573-5256, for additional information.

## *Section 2.10 Contract Personnel*

Any change of the project team members named in the Proposal must be approved, in advance and in writing, by the Contracting Officer. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

## *Section 2.11 Liquidated Damages*

The Unified Government will assess liquidated damages in accordance with the Agreement and Section 24 of the General Conditions.

## *Section 2.12 Contract Changes*

Changes in the Work will be addressed in accordance with Section 13 of the General Conditions.

# Article III. Required Contractual Terms and Conditions

In addition to the terms and conditions in the Contract Documents, including the General Conditions, the following terms and conditions must be agreed to by the successful Offeror and are hereby made a part of the contract entered into between the Unified Government and the successful Offeror, unless specifically modified in writing:

- Kansas Legal Requirements.

    a. If the Successful Offeror is a Contractor (as defined in K.S.A. 79-1008) who is a nonresident of Kansas, Contractor shall comply with one of the following:

        i. Authorization: If Contractor is a foreign corporation duly authorized to do business in this state (K.S.A. 17-7301 et. seq.), a copy of the Authorization issued by the Kansas Secretary of State valid for the year in which the construction is commenced, shall be filed with Unified Government prior to commencement of construction.
        ii. Registration of Contract: If the total Contract Price or compensation exceeds $10,000, nonresident Contractors not duly authorized to do business in this state in accordance with K.S.A. 17-7301 et. seq. shall register with the Director of Revenue of the state of Kansas in accordance with the provisions of K.S.A. 79-1009. Proof of such registration and proof of filing of the bond required by K.S.A. 79-1010 shall be filed with Unified Government prior to commencement of construction.

    b. In addition, all Offerors whose domicile is located outside the state of Kansas shall furnish the Unified Government with a copy of their state's preferential bidding statutes and the applicable percentage received by in-state bidders from the state in which the contract is located.

    c. To the extent permitted by federal law and regulations, whenever the state of Kansas or any agency, department, bureau or division thereof or any municipality of the state, including, but not limited to, county, school district, improvement district, or other public body lets Bids for Contracts for the erection, construction, alteration, or repair of any public building or structure or any addition thereto or for any public work or improvement, the Bidder domiciled outside the state of Kansas, to be successful, shall submit a Bid the same percent less than the lowest Bid submitted by a responsible Kansas Bidder as would be required of such Kansas domiciled Bidder to succeed over the Bidding contractor domiciled outside Kansas on a like contract let in such Bidder's domiciliary state and in accordance with K.S.A. 75-3740a.

    d. Contractors who are not residents of the state in which the Work is to be performed are required to appoint an agent for service of process who is a resident of that state. It is unlawful for any payment to be made until the appointment of a local agent has been filed with the Clerk of the District Court (K.S.A. 16-113).

- Federally Funded Project Requirements.

    a. The requirements of 2 CFR Part 200 apply to all projects partially or fully funded by federal dollars including grants, loans, or appropriations.

        i. Suspension and debarment at 2 CFR 200.214
        ii. Prohibition on certain telecommunications and video surveillance services or equipment at 2 CFR 200.216
        iii. Financial management, internal controls, and Federal payment requirements at 2 CFR 200.302, 200.303, and 200.305
        iv. Program Income requirements at 2 CFR 200.307
        v. Revision of budget and program plans at 2 CFR 200.308
        vi. Disposition of property acquired with CPF funds at 2 CFR §200.311
        vii. Procurement requirements at 2 CFR §200.317-327
        viii. Record retention and access requirements at 2 CFR 200.334-200.338
        ix. Reporting requirements at 2 CFR 200.328-200.330, including on the status of property acquired with CPF funds at 2 CFR §200.330
        x. Subrecipient monitoring and management at 2 CFR 200.331-200.333
        xi. Remedies for Noncompliance at 2 CFR 200.339-200.343
        xii. Closeout of federal grants at 2 CFR §200.344-346
        xiii. Cost Principles at 2 CFR Part 200, subpart E
        xiv. Audit requirements at 2 CFR Part 200, subpart F

    b. The requirements of Executive Order 14398 (March 26, 2026) apply to all projects partially or fully funded by federal dollars including grants, loans, or appropriations.

        In connection with the performance of work under the contract, the Contractor agrees as follows:

        i. ***No Racially Discriminatory DEI Activities.*** The contractor will not engage in any racially discriminatory DEI activities, ads defined in Section 2 of the Executive Order;
        ii. ***Access to Books and Records.*** The contractor will furnish all information and reports, including providing access to books, records and accounts, as required by the contracting agency for purposes of ascertaining compliance with this clause;
        iii. ***Actions Pursued for Noncompliance.*** In the event of noncompliance by the contractor or a subcontractor, the contract may be canceled, terminated, or suspended in whole or in part, and the contractor or subcontractor *may be declared ineligible for further government contracts;*
        iv. ***Reporting of Subcontractor Conduct.*** The contractor will report any subcontractor's *known or reasonably knowable conduct* that may violate the clause to the contracting agency and take any appropriate remedial actions directed by the agency.
        v. ***Notification of Litigation.*** The contractor will inform the contracting agency if a subcontractor sues the contractor and the suit puts at issue, in any way, the validity of this clause; and
        vi. ***False Claims Act (FCA) Materiality.*** The contractor recognizes that compliance with the clause is *material* to the government's payment decisions for purposes of section 3729(b)(4) of the FCA.

# Article IV. Standard Proposal Information

## *Section 4.01 Proposal Content*

Proposals shall consist of two (2) separate submittals: a Price Proposal and a Proposal Questionnaire as detailed in Sections V and VI of this RFP. An electronic copy of all submitted documents must be included on a flash drive in .pdf format. All required documents may be submitted on one flash drive and enclosed in one of the envelopes

## *Section 4.02 Authorized Signature*

PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY TO THE PROVISIONS OF THE CONTRACT DOCUMENTS SIGNS THE SIGNATURE PAGE.

Proposals must remain open and valid for at least ninety (90) days from the opening date.

## *Section 4.03 Mandatory Pre-Proposal Conference*

A **MANDATORY** Pre-Proposal Conference will be held at ***8:00 am***, Central Daylight Time, on ***September 24, 2026,*** in the ***large*** conference room (Room 207) on the ***second*** floor of the ***Kaw Point WWTP Administration Building*** located at ***50 Market Street***. The purpose of the conference is to discuss the work to be performed with the prospective Offerors and allow them to ask questions concerning the RFP and Contract Documents. Questions and answers will be transcribed and sent to prospective Offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the Procurement Officer prior to the date set for the Pre-Proposal Conference so that reasonable accommodation can be made.

## *Section 4.04 Proposal Submittal*

SEALED PROPOSALS MUST BE RECEIVED AT THE OFFICE OF THE UNIFIED GOVERNMENT CLERK, 3RD FLOOR, MUNICIPAL OFFICE BUILDING, 701 NORTH SEVENTH STREET, KANSAS CITY, KANSAS, NO LATER THAN THE DATE AND TIME LISTED IN THE LEGAL NOTICE OF REQUEST FOR PROPOSAL. LATE PROPOSALS WILL NOT BE CONSIDERED.

It is the Offeror's responsibility to ensure Proposals are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity, shall not excuse late submissions. Offerors shall be responsible for actual delivery of the Proposal to the appropriate department identified in the Legal Notice of Request for Proposal.

## *Section 4.05 Supplemental Terms and Conditions*

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this Contract Documents or that diminish the Unified Government's rights under any contract resulting from the Contract Documents will be considered null and void. The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

**(a)** If conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the Contract Documents, the term or condition of the Contract Documents will prevail; and

**(b)** If the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the Proposal, the supplemental term or condition will be considered null and void.

## *Section 4.06 Discussions with Offerors*

The Unified Government may conduct discussions with Offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and Proposal. Discussions will be limited to specific sections of the RFP identified by the Procurement Officer. Discussions may only be held with Offerors who have submitted a Proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of Proposals by the Proposal Evaluation Committee. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final Proposal submissions from those Offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final Proposal submissions. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the Procurement Officer.

Offerors with a disability needing accommodation should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made.

## *Section 4.07 Prior Experience*

In order for their Proposals to be considered responsive, Offerors (and/or their subcontractors) must meet these minimum prior experience requirements:

The Offerors must have the capability to perform the types of work outlined in the scope and Price Proposal. To demonstrate this capability, respondents to the RFP should meet the following minimum experience qualifications:

- The Contractor must have at least one (1) year of experience under their current business name related to SCADA system maintenance and integration type of work for large municipalities or utilities.
- The Contractor’s staff must have license and/or certifications as necessary to complete the work.
- The Contractor should be located within an approximate 1-hour drive of Wyandotte County, Kansas, or approximately 50 miles.
- The Contractor shall be available to provide service within normal operating hours (Monday through Friday, 7 am to 4 pm).
- The Contractor shall have sufficient resources (workforce, supervision, equipment, and financial) necessary to perform the Work of the Specifications and/or requests. To confirm payment for equipment, Contractor may be required to submit specific makes, models, and classifications of equipment used for the work.

An Offeror's failure to meet and provide adequate documentation of these minimum prior experience requirements will cause their Proposal to be considered non-responsive and their Proposal to be rejected.

## *Section 4.08 Evaluation of Proposals*

A Proposal Evaluation Committee made up of the Contracting Officer, a representative from the Legislative Auditor’s Office, and at least one other Unified Government employee will evaluate Proposals. The evaluation will be based solely on the evaluation factors set out in Article VII of the RFP.

## *Section 4.09 Contract Negotiations*

After completion of the evaluation, including any discussions held with Offerors during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the Offeror's Proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The Offeror will be responsible for all travel and per diem expenses related to contract negotiations.

## *Section 4.10 Failure to Negotiate*

If the selected Offeror:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the Offeror and the Unified Government, after a good faith effort, simply cannot come to terms;

the Unified Government may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

# Article V. Proposal Questionnaire

## *Section 5.01 Proposal Questionnaire Format and Content*

The Proposal Questionnaire package shall include the following documents:

- Proposal Questionnaire – Utilize the Proposal Questionnaire document provided in the Contract Documents.
- Attachments – Includes the attachments requested in the Proposal Questionnaire, including resumes and safety logs.
- Appointment of Process Agent Form
- Foreign Corporation Resident Agent Designation

The Unified Government discourages overly lengthy and costly responses to the Proposal Questionnaire, however, in order for the Unified Government to evaluate Proposals fairly and completely, Offerors should follow the format provided and provide all the information requested.

All Proposal Questionnaires shall be submitted on the printed Proposal Questionnaire, or photocopy thereof, included in the Contract Documents. All blank spaces must be filled in, in ink or typewritten, and the Proposal Questionnaire must be fully completed and executed when submitted. Only one executed copy of each Proposal Questionnaire is required. The Proposal Questionnaires shall be fastened together in one package.

## *Section 5.02 Submittal*

One copy of the Proposal Questionnaire must be submitted in a sealed envelope (separate from the Price Proposal), along with a flash drive in .pdf format containing a copy of all submitted documents, addressed to the Unified Government Clerk, Municipal Office Building, 701 North 7th Street, Suite 323, Kansas City, Kansas, 66101-3064. All required documents may be submitted on one flash drive and enclosed in one of the envelopes. The outside of the sealed envelope containing a Proposal Questionnaire shall be plainly marked “Proposal Questionnaire – SCADA System Maintenance and Integration” and shall state the name of the project, RFP R43262 and the name and address of the Offeror. If forwarded by mail, the sealed envelope containing the Proposal Questionnaire must be mailed inside another envelope to the addressee.

# Article VI. Price Proposal

## *Section 6.01 Price Proposal Format and Content*

The Price Proposal package shall include the following documents:

- Price Proposal – Utilize the Price Proposal document provided in the Contract Documents, required information includes acknowledgement of receipt of Amendments and Price
- SCADA System Maintenance and Integration Price Proposal – Utilize the Price Proposal document provided in the Contract Documents.
- Certification of Bonding Capacity - A notarized certification from the Offeror addressed to the Unified Government stating that the Offeror has bonding capacity of $100,000 to dedicate to this contract.

All price proposals must be submitted on the printed Price Proposal form, or photocopies thereof, included in the Contract Documents. All blank spaces must be filled in (except where otherwise indicated), in ink or typewritten, and the form must be fully completed and executed when submitted. Only one executed copy of the form is required. All other forms required to be submitted must be completed by the Offeror and submitted with the Price Proposal form. The Price Proposal form and all required forms must be fastened together in one package.

Standard unit rates must be entered for the work types shown on the Price Proposal. The unit rates entered into the Price Proposal will become part of the contract for the successful Offeror and will remain in effect for the duration of the initial 12-month contract period. Adjustments to the unit rates may be negotiated for subsequent renewal periods as indicated in Section 2.08.

## *Section 6.02 Submittal*

One copy of the Price Proposal package must be submitted in a sealed envelope (separate from the Proposal Questionnaires), addressed to the Unified Government Clerk, Municipal Office Building, 701 North 7th Street, Suite 323, Kansas City, Kansas, 66101-3064. The outside of the sealed envelope containing a Price Proposal must be plainly marked “Price Proposal – SCADA System Maintenance and Integration” and shall state the name of the project, RFP 43262 and the name and address of the Offeror. If forwarded by mail, the sealed envelope containing the Price Proposal must be mailed inside another envelope to the addressee.

# Article VII. Evaluation and Selection

## *Section 7.01 General*

The Proposals will be reviewed and evaluated by the Owner's Proposal Evaluation Committee (with assistance provided by outside advisors if desired by Owner) according to the requirements and criteria outlined in this Article VII. During the Proposal evaluation process, written questions or requests for clarification may be submitted to one or more Offerors regarding its Proposal or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Offeror from further consideration. In addition, the Owner may require that all or a limited number of Offerors participate in interviews.

## *Section 7.02 Responsiveness*

Each Proposal will be reviewed to determine whether it is responsive to the RFP. Failure to comply with the requirements of this RFP may result in a Proposal being rejected as non-responsive. At its sole discretion, however, the Proposal Evaluation Committee may waive any such failure to meet a requirement of this RFP and may request clarification or additional information to remedy a failure.

## *Section 7.03 Evaluation Criteria and Selection Methodology*

In ranking the Proposals, the Proposal Evaluation Committee will utilize a 1,000-point scale based on the responses provided on the Proposal Questionnaire(s) organized under the following criteria:

- Financial Condition and Performance History
- Relevant Experience and Qualifications
- Project Approach
- Labor Compliance
- Safety Record

Each criterion will be given a raw score between 150 and 200 based on the following methodology:

| OFFEROR SCORE EVALUATION METHODOLOGY | | |
|---|---|---|
| **ASSESSMENT** | **DESCRIPTION** | **RAW SCORE RANGE** |
| Excellent | Exceeds the required standard.<br>Response answers the question with precision and relevance.<br>Includes improvement through innovation/added value. | 191 - 200 |
| Good | Meets the standard required.<br>Comprehensive response in terms of detail and relevance to the question. | 181 – 190 |
| Acceptable | Meets the standard in most aspects but fails in some areas.<br>Acceptable level of detail, accuracy, and relevance. | 171 – 180 |
| Limited* | Fails the standard in most aspects, but meets some.<br>Limited information / inadequate / only partially addresses the question. | 161 – 170 |
| Inadequate* | Significantly fails to meet the standard.<br>Inadequate detail provided / questions not answered / answers not directly relevant to the question. | 151 – 160 |
| Unacceptable* | Completely fails to meet the standard.<br>Response significantly deficient / no response. | 150 |
| *If a criterion for an Offeror is given a score of 160 or less by more than one member of the Proposal Evaluation Committee, that entire Proposal will be declared nonresponsive and not considered for selection. | | |

The raw score for each criterion will then be adjusted based on the following weighting factors:

- Financial Condition and Performance History – 20%
- Relevant Experience and Qualifications – 35%
- Project Approach – 20%
- Labor Compliance – 15%
- Safety Record – 10%

The weighted scores for each criterion will be added together and normalized to a 1,000-point scale. The average of the weighted, normalized scores determined by the members of the committee will be the Offeror's Qualification Points. The maximum Qualification Points for any Offeror is 1,000 points.

The committee will apply the non-price evaluation and complete its awarding of the non-price criteria points before opening the sealed envelope containing the Price Proposal.

The total Project Price Proposal amount is then divided by the Offeror's average Qualification Points resulting in a unit of measurement indicating dollars per quality point ($/QP), also known as the Best Value Score (BVS). The Offeror with the lowest BVS is the apparent lowest responsible Offeror.

## *Section 7.04 Selection*

The Unified Government will evaluate the Proposals of all Offerors in accordance with the instructions prescribed in this RFP and in accordance with the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, Chapter 29, Section 29-316.

The Proposals will be evaluated and assigned points in accordance with the requirements of the RFP. After the evaluation process is complete, the Owner will notify Offerors of the relative rankings.

The successful responsive Offeror (lowest BVS) will be awarded the contract. If the Unified Government determines that it is not in the best interest of the Unified Government to proceed with the project pursuant to the Proposal offered by the successful firm, the Unified Government will reject all Proposals. If all Proposals are rejected, the Unified Government may solicit new Proposals using different design criteria, budget constraints or qualifications.

If the Unified Government determines (at its sole discretion) that the unit prices and total price included in a Proposal are unacceptably below industry norms, that a Offeror's unit prices are substantially or unacceptably below other Proposals, or that a Offeror's unit prices are unbalanced or irregular (i.e., unit prices are skewed in a manner to artificially present a lower price for the Sample Project to take advantage of the cost evaluation), the Unified Government may (at its sole discretion) declare that Proposal to be nonresponsive or seek additional detailed information from that Offeror concerning the cost basis for its Price Proposal prior to rendering a decision on the Offeror's responsiveness.

# SCADA SYSTEM MAINTENANCE AND INTEGRATION PROPOSAL QUESTIONNAIRE

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY / KANSAS CITY, KANSAS**

**S C A D A S Y S T E M M A I N T E N A N C E A N D I N T E G R A T I O N**
**P R O P O S A L Q U E S T I O N N A I R E**

The OFFEROR must enter in the spaces provided the information requested below and must submit this Proposal Questionnaire with its Proposal.

1. Full legal name of your organization: _____
   Mailing Address: _____
   Project Office Address (if different than Mailing Address):
   _____
   Contact Person Name: _____
   Contact Person Phone Number and Email Address: _____

**FINANCIAL CONDITION AND PERFORMANCE HISTORY**

*Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)*
*Proposal Evaluation Weighting Factor: 20%*

2. Identify the Offeror's preferred credit rating agency and identification information. (Identify rating agency, such as Dun and Bradstreet or Equifax, and insert the organization's identification number or other method of searching your organization's credit rating with such agency.)
   Credit Rating Agency: _____
   Identification Number: _____

3. What is the name of your Insurance Company, along with the name, address, and phone number of the agent you expect to use in the event this contract is awarded to you?
   Insurance Company Name:_____
   Agent's Name: _____
   Agent's Address: _____
   Agent's Phone Number: _____

4. What is the name of your Surety Company, along with the name, address, and phone number of the agent you expect to use in the event this contract is awarded to you?
   Surety Company Name: _____
   Agent's Name: _____
   Agent's Address: _____
   Agent's Phone Number: _____

5. What is your total bonding capacity? _____

6. What is your available bonding capacity as of the date of this Proposal Questionnaire? _____

7. List and briefly describe any pending or past (within ten years) legal proceedings and judgments that the Offeror was a party that involved litigation of any type or had a claim in an amount over $10,000. Also, indicate how any contingent liability may affect the financial position or ability to perform contractual commitments to the Unified Government. If none, so state.

   _____

   _____

   _____

8. Has the Offeror, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

   YES NO (*circle one*)

9. In the last ten years, has the Offeror, its parent, or a subsidiary, affiliate, or other entity having common ownership or management: a) been convicted of, or indicted for, a business-related crime; b) had any business or professional license subjected to disciplinary action; or c) been penalized or fined by a state or federal environmental agency?

   YES NO (*circle one*)

   If so, describe the circumstances. _____

   _____

   _____

   _____

If any of the above questions are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Offeror's responsibility to: 1) describe in detail the unfavorable factor or event; and 2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Offeror's ability to perform its contractual commitments.

**RELEVANT EXPERIENCE AND QUALIFICATIONS**

*Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)*

*Proposal Evaluation Weighting Factor: 25%*

10. How many years has your organization been in business as a Contractor under your present business name? _____

11. How many years of experience has your organization had with performing SCADA system maintenance and integration work:

    a. As a General Contractor? _____

    b. As a Subcontractor? _____

13. What is the SCADA system maintenance and integration experience/qualifications of the key personnel from your organization who will be assigned to this project? Key personnel may include (if applicable), but not be limited to, the Project Manager, Construction Field Superintendent, and Construction Field Foreman.

    a. Project Manager's Name _____
    Years with the Organization _____
    Years of Maintenance Experience _____
    Magnitude and Type of Work _____
    _____
    _____
    Relevant Training _____
    _____

    b. Name _____
    Proposed Position/Title _____
    Years with the Organization _____
    Years of Maintenance Experience _____
    Magnitude and Type of Work _____
    _____
    _____
    Relevant Training _____
    _____

c. Name _____

Proposed Position/Title _____

Years with the Organization _____

Years of Maintenance Experience _____

Magnitude and Type of Work _____

_____

_____

Relevant Training _____

_____

14. What projects related to SCADA system maintenance and integration Work has your organization completed for the period of five years prior to the date of the current Proposal?

a. Project Name and Location _____

Contract Amount _____

Year Completed _____

Approximate Percentage of Self-Performed Work _____

Name and Address of Owner _____

_____

Owner Contact Name and Phone Number _____

Description of Work _____

_____

_____

Key Contractor Personnel (including Titles) _____

_____

Key Subcontractors and Their Project Role(s) _____

_____

_____

Conditions Pertinent to Proposed Project (e.g., work in wastewater, stormwater, and/or flood management facilities, etc.) _____

_____

_____

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

_____

_____

b. Project Name _____

Contract Amount _____

Year Completed _____

Approximate Percentage of Self-Performed Work _____

Name and Address of Owner _____

_____

Owner Contact Name and Phone Number _____

Description of Work _____

_____

_____

Key Contractor Personnel (including Titles) _____

_____

Key Subcontractors and Their Project Role(s) _____

_____

_____

Conditions Pertinent to Proposed Project (e.g., work in wastewater, stormwater, and/or flood management facilities, etc.) _____

_____

_____

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

_____

_____

c. Project Name _____

Contract Amount _____

Year Completed _____

Approximate Percentage of Self-Performed Work _____

Name and Address of Owner _____

_____

Owner Contact Name and Phone Number _____

Description of Work _____

_____

_____

Key Contractor Personnel (including Titles) _____

_____

Key Subcontractors and Their Project Role(s) _____

_____

_____

Conditions Pertinent to Proposed Project (e.g., work in wastewater, stormwater, and/or flood management facilities, etc.)_____

_____

_____

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

_____

_____

d. Project Name _____

Contract Amount _____

Year Completed_____

Approximate Percentage of Self-Performed Work _____

Name and Address of Owner _____

_____

Owner Contact Name and Phone Number _____

Description of Work _____

_____

_____

Key Contractor Personnel (including Titles) _____

_____

Key Subcontractors and Their Project Role(s) _____

_____

_____

Conditions Pertinent to Proposed Project (e.g., work in , etc.) _____

_____

_____

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

_____

_____

e. Project Name _____

Contract Amount _____

Year Completed _____

Approximate Percentage of Self-Performed Work _____

Name and Address of Owner _____

_____

Owner Contact Name and Phone Number _____

Description of Work _____

_____

_____

Key Contractor Personnel (including Titles) _____

_____

Key Subcontractors and Their Project Role(s) _____

_____

_____

Conditions Pertinent to Proposed Project (e.g., work in established residential neighborhoods, etc.) _____

_____

_____

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

_____

_____

**PROJECT APPROACH**

*Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)*

*Proposal Evaluation Weighting Factor: 30%*

15. Provide a brief narrative statement that illustrates the Offeror's understanding of the requirements of the project.

16. Provide a brief narrative statement that illustrates how the Offeror intends to manage the project to accomplish the work.

**LABOR COMPLIANCE**

*Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)*

*Proposal Evaluation Weighting Factor: 5%*

17. Within the past three years, has the Offeror been found in violation of any law applicable to its contracting business, including, but not limited to, antitrust, public contracting, employment discrimination, licensing laws, tax laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty, or have they settled any wage claims in the amount of $5,000 or more?

    YES NO (*circle one*)

    If so, describe the circumstances. _____

    _____

    _____

    _____

    _____

    _____

18. Does your organization have a written drug and alcohol substance abuse policy?

    YES NO (*circle one*)

**SAFETY RECORD**

*Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)*

*Proposal Evaluation Weighting Factor: 20%*

19. Does your organization have a written safety and health program?

    YES NO (circle one)

20. Does your organization provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its onsite employees which includes a course in construction safety and health approved by OSHA?

    YES NO (circle one)

21. Have all employees proposed to perform Work for this contract completed a ten-hour OSHA construction safety program? (The Offeror must provide copies of employee OSHA cards to the Unified Government upon request.)

    YES NO (circle one)

**COOPERATIVE PROCUREMENT**

Proposal Evaluation Point Allocation: None. Offeror's responses will not affect award.

*These questions only need answered by the prime Contractor.*

If the Unified Government awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipality, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Procurement and located within the Greater Kansas City Metropolitan Trade Area?

YES NO (*circle one*)

If the Unified Government awarded you the proposed contract, would you sell under the prices and terms of this Contract to any community-based partnership (CBP) or public-private partnership (PPP) contracted with the Unified Government to deliver public improvement projects within Wyandotte County, Kansas?

YES NO (*circle one*)

- All deliveries will be F.O.B. Destination and there must be no obligations on the part of any member of said Council, CBP, or PPP to utilize this Contract.
- Sales will be made in accordance with the prices, terms, and conditions of the Contract Documents and any subsequent contract.
- There must be no obligation under the cooperative procurement agreement for any organization to utilize the Contract.
- All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.
- The Unified Government Purchasing Director is responsible for handling the solicitation and award of the contract. The Purchasing Director has authority to modify the contract and handle disputes regarding the substance of the contract.
- Each jurisdiction, CBP, or PPP that is a party to the joint Contract has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.
- The Offeror reserves the right to require, a) a minimum purchase order amount to ensure the Offeror can offset initial mobilization and operational costs, or b) reimbursement for additional mobilization costs for the initial setup and deployment of services.

**SIGNATURE**

The Offeror will comply with all provisions in the RFP, and if applicable, provide notice that the Offeror qualifies as a Unified Government bidder. Proposal Questionnaires must be signed by a company officer empowered to bind the company. An Offeror's failure to include these items in their Proposals may cause their Proposal to be determined to be non-responsive and the Proposal may be rejected.

Respectfully submitted,

By _____ _____
Signature Date SEAL

_____
Title

Offeror's form of business is:

Attest _____ _____An INDIVIDUAL,
(Corporations only) residing in the State of _____

_____ _____A PARTNERSHIP,
Business Address organized in the State of _____

_____ _____A CORPORATION,
License Number (if applicable) incorporated in the State of _____

# SCADA SYSTEM MAINTENANCE AND INTEGRATION SCOPE OF WORK

# SCOPE OF WORK

The Unified Government is seeking Proposals from firms qualified to provide general maintenance, system integration, networking, and hardware and software installation services for the Supervisory Control and Data Acquisition (SCADA) system equipment for their wastewater, stormwater, or flood management facilities. The contractor must furnish all labor, materials and equipment necessary to perform routine and emergency services specified herein. The Contractor(s) may also contract directly with the Unified Government to provide SCADA System Maintenance and Integration services on capital improvement projects.

**Project Description**

The Unified Government will use this contract for work that Unified Government staff does not have the expertise to perform. The selected contractor will be responsible for performing the following duties related to the SCADA system:

1. Provide software support related to the SCADA system, including troubleshooting of existing software, programming to enhance functionality, and implementation of software upgrades as needed and requested by the Unified Government.
2. Troubleshoot and provide corrective maintenance of existing instrumentation and telemetry equipment.
3. Evaluate and modify existing instrumentation programming and telemetry settings to provide enhanced functionality, reliability and flexibility as requested by Unified Government staff.
4. Install new equipment, or relocate existing equipment, and provide integration services in support of, and coordination with, asset renewal and capital improvement projects at Unified Government facilities. Services will include updating the existing historian server to include new status and monitoring points. Integrator responsibilities may include:
    a. Coordination with Unified Government and Engineer/Architect on instrumentation, SCADA, or other monitoring requirements during design. This may include attendance at design meetings.
    b. Comment on Engineer/Architect-provided specifications for the required instrumentation and SCADA equipment.
    c. Submission of Shop Drawings for comment/approval by Unified Government and/or Engineer/Architect. Shop Drawing format to be similar to that required by the Engineer/Architect for the given project.
    d. Submission of Operations and Maintenance manuals for any equipment provided. O&M Manual format to be similar to that required by the Engineer/Architect for the given project. O&M Manuals will include completed electronic Equipment Summary Sheet(s) for each piece of equipment.
    e. Attendance at construction progress meetings and or startup/shutdown meetings throughout the project. Attendance requirements will vary by project.
    f. Designation of a project manager for the project to which communication will be directed.
5. Provide training for Unified Government staff on new hardware and software.
6. Develop SCADA design and integration protocol guideline documents for use by Unified Government engineering consultants on capital improvements projects.

7. Act as consultant and preferred contractor for other projects.
8. Perform preventive maintenance on SCADA equipment, including radios, programmable logic controllers (PLCs), remote terminal units (RTUs), human machine interface (HMI) screens, etc. as requested by the Unified Government.
9. Be capable of providing a 2-hour response in emergency situations when contacted by the Unified Government. A response is generally defined as a competent technician with a service truck and/or appropriate tools present (in-person) at the location of the emergency. A minimum emergency response is the ability of a technician to log into the Unified Government SCADA system and make changes remotely.
10. Preferred Service: SCADA System Network Communications support, including troubleshooting industrial Ethernet communications, including Modbus TCP/IP, over both copper and fiber optic communications links between Programmable Logic Controllers, SCADA Servers, Variable Frequency Drives and Instrumentation. Provide a competent networking engineer or technician, with the appropriate training and tools, when needed to actively troubleshoot network communication issues at Unified Government sites and recommend and implement corrective actions as approved by Unified Government staff.

Services not described above may be ordered from time to time by agreement between the Unified Government and the Contractor. Service requirements may be added to or deleted from the contract as requirements change within the period of the contract.

If the service is available, the Unified Government may provide the first opportunity to provide the service to the contractor that is serving the departments, provided that fair and reasonable prices and timely and adequate service are offered.

**Technical Qualifications**

Work to be performed under:

1. All work must be performed by technically qualified designers and skilled craftsmen, directly employed and supervised by the contractor. Firms will provide information concerning the experience of principal workers.

2. The contractor must have the equipment and capability to do the work outlined in the Project Description, minimizing the necessity for work to be subcontracted. It is understood that conduit, wiring, and electrical modifications to support the services requested are likely to be subcontracted. Contractors must provide information on equipment and other pertinent resources.

**Cost Estimates**

1. Prior to commencing work, a work order cost estimate will be prepared and submitted to the Unified Government for review and approval. The estimate may become part of a purchase order issued for a single work order or be approved as part of a series of work orders issued against a blanket or purchase order. The requirement for submitting a cost estimate prior to commencing work may be waived in an emergency situation or when the scope of work is unknown prior to troubleshooting the issue.

2. Estimates will be as firm and accurate as is possible without equipment disassembly and system shutdown, and without delay to secure finite parts prices from manufacturers. These costs will be referred to as the target cost.

3. All estimates will contain a ceiling cost. The ceiling cost may not be exceeded without the written authorization of the appropriate supervisor. When, during the performance of a work order, it becomes apparent that the ceiling cost will be exceeded, the Contractor will immediately inform the supervisor who approved the estimate and prepare a new estimate with a revised target cost and new ceiling cost. The revised estimates must be approved prior to incurring costs beyond the previously agreed ceiling cost.

4. Labor hour costs will be charged at a rate shown in the firm's proposal or lower.

**Measurement and Payment**

1. The Unified Government, at its sole discretion, will request project work from a Contractor from those selected from this RFP. The Contractor will review the details of the requested work and will submit an itemized cost estimate for review by the Unified Government for the purposes of establishing a purchase order. Estimates will utilize contract pricing and will be as firm and accurate as is possible without undue effort by the Contractor. The Unified Government and the Contractor will discuss the proposal and make any necessary modifications until the proposal is acceptable to all parties. This process may be waived in emergency situations.

2. The Contractor will be paid on a "time and material" basis with the general intent of being paid for actual labor and materials costs plus a materials markup. The Contractor must make a conscientious effort to minimize all costs to the Unified Government and must obtain multiple quotes from vendors when prudent or when requested by the Unified Government. Contractor must track all work in a manner that provides details necessary to produce invoices that demonstrate conformity with contract pricing, using daily logs and attaching them to the invoice. Invoices, and supporting documentation, must be in a format approved by the Unified Government. Any costs not specifically addressed in the contract pricing will be negotiated and paid in accordance with the stated intent. All material markups will be calculated by multiplying the cost of the markup item by the decimal percentage markup + 1 (e.g. 1.15 for a 15% markup).

3. Performance and Statutory Bonds will be required for any project authorization greater than $50,000. Cost of the completed bonds must be submitted on a pay application and reimbursed at cost, without a markup.

4. All other expenses including local vehicle mileage, local and long-distance telephone, fax, cell phones, printing, reproduction, computer use, photographs, video, software use, postage, delivery, contract accounting, and miscellaneous must be included in the hourly labor rates and not billed or reimbursed separately.

5. Although it is not the intent of this time and material contract that bids be solicited for a project, this does not preclude the Unified Government from obtaining a cost estimate from more than one Contractor, if more than one Contractor is selected through the RFP.

**Stop Work Orders**

1. The Unified Government reserves the right to order, in writing, that all work cease on a work order.

2. The Unified Government will be obligated to pay for labor, parts, restocking charges, and a reasonable profit for all completed work up to the point of cancellation:

# SCADA SYSTEM MAINTENANCE AND INTEGRATION PRICE PROPOSAL

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY / KANSAS CITY, KANSAS**

**P R I C E P R O P O S A L - S C A D A S Y S T E M M A I N T E N A N C E A N D I N T E G R A T I O N**

To: The Unified Government of Wyandotte County/Kansas City, Kansas

Price Proposal of _____
(hereinafter called "Offeror") organized and existing under the laws of the State of

_____, doing business as _____

_____.

1. In compliance with the Request for Proposal, the undersigned Offeror hereby proposes to furnish all material, tools, labor and equipment and to perform all Work necessary to construct and complete the Project known as:

   **Project Name: On-Call Wastewater, Stormwater, and Flood Management Facility Maintenance**
   **Project ID: RFP R43262**

   in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated herein.

2. By submission of this Price Proposal, each Offeror certifies that:

   A. The price submitted is independently arrived at without collusion.

   B. The Offeror has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas.

   C. The Offeror has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 29-635 (Gratuities and Kickbacks) of the Procurement Code.

   D. The Offeror represents that he has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

3. Offeror acknowledges receipt of the following Amendment(s):

_____

_____

_____

4. Offeror agrees to furnish all materials, labor, tools, equipment and perform all the Work described in the Contract Documents for the following prices:

*(Listed on attached table)*

Respectfully submitted,

By _____ _____ SEAL
Signature Date

_____
Title

Offeror's form of business is:

Attest _____ _____An INDIVIDUAL,
(Corporations only) residing in the State of _____

_____ _____A PARTNERSHIP,
Business Address organized in the State of _____

_____ _____A CORPORATION,
License Number (if applicable) incorporated in the State of _____

# PRICE PROPOSAL TABLES

**Table 1 – Schedule of Hourly Billing Rates**

| PERSONNEL CLASSIFICATION | BILLING RATE ($/HR) | | |
|---|---|---|---|
| | REGULAR HOURLY RATE | OVERTIME/WEEKEND HOURLY RATE | EMERGENCY (2-HR RESPONSE TIME) HOURLY RATE |
| | $/Hour[1] | $/Hour[1] | $/Hour[1,3] |
| Principal/Owner | | | |
| Project Manager | | | |
| Senior Engineer | | | |
| Engineer | | | |
| Senior Programmer/Integrator | | | |
| Programmer/Integrator | | | |
| Designer/Drafter | | | |
| Service Technician | | | |
| Estimator/Submittals Coordinator | | | |
| Clerk/Typist/Secretary | | N/A | N/A |
| Equipment Operator | | N/A | N/A |

**Table 2 – Materials Markup**

| Total Cost of Materials (Per Authorization) | Percentage Markup on All Materials[2] |
|---|---|
| $0 - $5,000 | % |
| $5,001 - $20,000 | % |
| > $20,000 | % |

(1) Labor rates include travel costs to and from site; if applicable.

(2) Materials markup will be calculated by multiplying the total cost of materials for a given authorization by the corresponding decimal percentage markup + 1 (Example: 15% markup on $100 = $100*1.15 = $115).

(3) Emergency rates will be applicable to after-hours emergency requests and during working hours if previously agreed to by the Unified Government.

## Sample Project A

Sample Project A is for SCADA and RTU annual maintenance on Wastewater Plant and Pump Station Equipment. Some equipment required re-design and replacement.

| Column | A | B | C | D |
|---|---|---|---|---|
| Labor Classification | Regular, Overtime, or Emergency | Hours Worked | Hourly Rate ($/Hour)[1] | Hours Worked * Hourly Rate (D = B * C) |
| Project Manager | Regular | 20 | | |
| Senior Programmer | Regular | 40 | | |
| Programmer | Regular | 80 | | |
| Service Technician | Regular | 80 | | |
| Service Technician | Overtime | 16 | | |
| | | | Labor Total: | |

(1) Use Hourly Rates from Table 1.

| Materials | Cost | Percentage Markup[1] | Extended Total |
|---|---|---|---|
| RTU Replacement Parts | $4,500 | % | |
| | | Materials Total: | |

(1) Use Appropriate Materials Markup from Table 2.

| Sample Project A Totals | |
|---|---|
| Labor Total | |
| Materials Total | |
| Sample Project A Total: | |

## Sample Project B

Sample Project B is for emergency PLC troubleshooting with follow-up work the day after including minor design and replacement parts.

| Column | A | B | C | D |
|---|---|---|---|---|
| Labor Classification | Regular, Overtime, or Emergency | Hours Worked | Hourly Rate ($/Hour)[1] | Hours Worked * Hourly Rate (D = B * C) |
| Service Technician | Emergency | 24 | | |
| Service Technician | Weekend | 18 | | |
| Senior Programmer | Emergency | 16 | | |
| Senior Programmer | Weekend | 20 | | |
| | | | Labor Total: | |

(1) Use Hourly Rates from Table 1.

| Materials | Cost | Percentage Markup[1] | Extended Total |
|---|---|---|---|
| PLC Replacement Parts | $12,500 | % | |
| | | Materials Total: | |

(1) Use Appropriate Materials Markup from Table 2.

| Sample Project B Totals | |
|---|---|
| Labor Total | |
| Materials Total | |
| Sample Project B Total: | |

## Sample Project C

Sample Project C is a planned SCADA upgrade at a wastewater plant as part of a capital project. Project includes instrumentation integration with the new system and calibration of that equipment. Equipment required for the upgrade was purchased through this contract.

| Column | A | B | C | D |
|---|---|---|---|---|
| Labor Classification | Regular, Overtime, or Emergency | Hours Worked | Hourly Rate ($/Hour)[1] | Hours Worked * Hourly Rate (D = B * C) |
| Principal/Owner | Regular | 20 | | |
| Project Manager | Regular | 240 | | |
| Senior Engineer | Regular | 40 | | |
| Engineer | Regular | 100 | | |
| Senior Integrator | Regular | 120 | | |
| Integrator | Regular | 160 | | |
| Designer | Regular | 100 | | |
| Estimator | Regular | 40 | | |
| Clerk | Regular | 20 | | |
| | | | Labor Total: | |

(1) Use Hourly Rates from Table 1.

| Materials | Cost | Percentage Markup[1] | Extended Total |
|---|---|---|---|
| SCADA Equipment | $32,000 | % | |
| | | Materials Total: | |

(1) Use Appropriate Materials Markup from Table 2.

| Sample Project C Totals | |
|---|---|
| Labor Total | |
| Materials Total | |
| Sample Project C Total: | |

**Sample Project Total Cost**

Total from Sample Project A: $_____

Total from Sample Project B: $_____

Total from Sample Project C: $_____

***Total of Sample Projects A, B, & C: $_____**

*Note: This cost is the value that the cost portion of the RFP will be based on.

# AGREEMENT

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**
**AGREEMENT**

THIS AGREEMENT, made this _____day of _____, 20_, by and between the Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government," and

_____
**(Contractor)**

as (an individual), or (a partnership), or (a corporation), hereinafter called "Contractor," collectively referred to as “the Parties.”

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of the Project known as:

   **Project Name: On-Call Wastewater, Stormwater, and Flood Management Facility Maintenance**
   **Project I.D.: RFP R43262**

2. The Contractor will furnish all the Material, supplies, tools, Equipment, labor and other services necessary for the construction and completion of the Project as generally described below.

3. This project consists of, but not limited to, the scope of services for preventative maintenance and corrective maintenance work, facility repair work, and SCADA system improvements and integration work as described in their respective Request for Proposal sections within the Project Manual. All scopes of work issued by the Unified Government to the Contractor are required to be completed in accordance with the Contract Documents.

4. The specific services to be provided by the Contractor under this Agreement shall be based upon written Authorization(s) signed by the Unified Government for each individual Authorization. The Authorization shall describe the Project, the services to be performed, the amount of compensation, as herein provided, and the established time of completion. The Contractor shall, upon receipt of an Authorization, furnish the required services in relation to the Project described by the Authorization.

5. The Contractor agrees the initial term of this Agreement shall be for the period commencing with the effective date of this Agreement and ending after one calendar year; provided, however, this Agreement may be renewed for four additional one-year periods, subject to, and in accordance with, the terms and conditions of this Agreement.

6. The Contractor agrees the Work will be substantially complete by the dates stated in the Authorization, and the Work completed and ready for final payment in accordance with Paragraph 25.3 of the General Conditions within the time indicated in the Authorization.

7. The Unified Government and Contractor recognize that time is of the essence of this Agreement and that if the Work is not completed within the time specified in each Authorization, plus any extensions thereof allowed in accordance with the Contract Documents, Unified Government and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Unified Government $500.00 for each and every calendar day that expires following the time indicated in each Authorization for completion of the Work as provided in Section 24 of the General Conditions.

8. The Contractor agrees to perform and complete all the Work described in the Contract Documents for the unit prices listed in the Price Proposal Form. Actual payment shall be the sum of the products of the installed and accepted quantity of each proposal item, measured by the Engineer as described in the Contract Documents, times its unit price. The Contractor acknowledges that the unit prices listed in the Price Proposal Form contemplate the construction of all facilities complete, in conformance with the Contract Documents, and that the cost of work required by the Contract Documents for which a specific unit price is not listed is included in the unit price for the closest applicable item.

9. The Unified Government shall pay Contractor for the completion of Work in accordance with the Contract Documents and Contractor shall accept in full compensation therefore, the sum set out in each Authorization at the unit costs set out in the Contractor's Price Proposal. The contract maximum is $ (dependent on number of contract awarded) for the initial one-year term and each mutually agreed upon renewal period for a total maximum contract price of $ (dependent on number of contracts awarded) over the five-year period, subject to annual funding and appropriation by the Unified Government.

10. It is understood that the "Engineer/Architect" representing the Unified Government shall be **Andrew Mendibles**.

11. The term "Contract Documents" means and includes the following:
    (a) Complete Project Manual
    (b) Legal Notice of Request for Proposal
    (c) Request for Proposal
    (d) Proposal Questionnaire
    (e) Price Proposal
    (f) Amendments
    (g) Agreement
    (h) Labor and Material Payment Bond

(i) Performance Bond
(j) Maintenance Bond
(k) Appointment of Process Agent Form
(l) Foreign Corporation Resident Agent Designation
(m) Notice of Award
(n) Notice to Proceed
(o) Change Orders
(p) Additional Written Instructions and Detailed Drawings Approved by the Engineer
(q) General Conditions
(r) Supplemental General Conditions
(s) Special Conditions
(t) Forms, including State and Federal Forms
(u) Technical Specifications
(v) Technical Provisions
(w) Standard Details
(x) Authorization(s) issued by the Unified Government to the Contractor for each specific project specified thereunder

12. The Unified Government will pay the Contractor in the manner and at such times as set forth in Section 25 of the General Conditions such amounts as required by the Contract Documents.

13. This Agreement shall be binding upon all parties hereto and their representative heirs, executor, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, an original on the date first above written.

**OWNER:**
**Unified Government of Wyandotte County/Kansas City, Kansas**

**By** _____
**County Administrator**

**ATTEST:**

_____
**Unified Government Clerk**

**CONTRACTOR:**

_____
**(Contractor)**

**By** _____

**Name** _____

**Address** _____

_____

**ATTEST:**

_____
**Title**

# CONDITIONS OF THE CONTRACT

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS – GENERAL CONDITIONS**
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| Section | Title |
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| 1. | Definitions |
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64. Severability
65. Disclaimer of Liability
66. No limit of Liability
67. Ownership of Materials
68. Availability of Records and Audit
69. Governing Law
70. Counterparts
71. Contract Modifications/Revisions to Standard General Conditions
72. Entire Agreement

# UNIFIED GOVERNMENT OF WYANDOTTE

# COUNTY/KANSAS CITY, KANSAS
# GENERAL CONDITIONS

**1. DEFINITIONS:** Wherever used in the Invitation for Bids, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural and/or of either sex thereof:

1.1 AMENDMENT - Written or graphic instruments issued prior to the opening of Bids which modify or interpret the Invitation for Bids by additions, deletions, clarifications, or corrections.

1.2 AGREEMENT - The Unified Government's Agreement Form voluntarily signed and witnessed by the Unified Government and Contractor and made a part of the Contract Documents.

1.3 BID - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.4 BIDDER - Any person, firm, or corporation submitting a Bid for the Work.

1.5 BONDS - Bid, performance, payment, and maintenance bonds, and other instruments of security, furnished by the contractor and his surety in accordance with the Invitation for Bids.

1.6 CHANGE ORDER - a written order signed by the Procurement Officer, directing the contractor to make changes which the Changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

1.7 CONSULTANT - A person, firm, or corporation contracted with the Unified Government to perform specific technical or professional tasks as set forth in the signed written agreement between the Unified Government and Consultant.

1.8 CONTRACT DOCUMENTS - The contract including Project Manual, Legal Notice of Invitation for Bids, Instructions and Information to Bidders, executed Bid Form, Bid Bond, Amendments, Agreement, Payment Bond, Performance Bond, Maintenance Bond, Notice of Award, Notice to Proceed, Change Order, additional written instruction and detailed drawings approved by the Engineer/Architect, Drawings, General Conditions, Supplemental General Conditions, Special Conditions, Technical Provisions, Standard Details, and Technical Specifications.

1.9 CONTRACT PRICE - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.10 CONTRACT TIME - The number of days or specified date stated in the Contract Documents for the completion of the Work or Time shall be measured in calendar days or working days as specified in the Agreement.

1.11 CONTRACTOR - The person, firm, or corporation with whom the Unified Government has executed the Agreement.

1.12 CONTROLLING ITEM OR CURRENT CONTROLLING ITEM - That feature or features of the work which if delayed or prolonged, at the time in question, will delay the completion of the project. The controlling item may be an activity, or it may be a curing period or other mandatory waiting period.

1.13 DAYS - Except for calculation of Contract Time when working days are specified, all periods of time prescribed in the Contract Documents shall be measured in calendar days. In computing time, the day of the event from which the designated period of time begins to run shall not be included, but the last day of the period shall be included unless it is Saturday, Sunday, or a Unified Government holiday, in which event the period shall run to the end of the next business day.

1.14 DRAWINGS - The part of the Contract Documents which show the characteristics and scope of the Work to be performed, and which have been prepared and/or approved by the Engineer/Architect, including Standard Details.

1.15 ENGINEER/ARCHITECT - The Procurement Officer or his/her designee, or the Consultant hired by the Unified Government to perform professional services as designated in the Agreement.

1.16 EQUIPMENT - All machinery and equipment, together with the necessary supplies for operation, upkeep, and maintenance, and tools and apparatus necessary for the proper construction and acceptable completion of the work.

1.17 INVITATION FOR BIDS - All documents, whether attached or incorporated by reference, utilized for soliciting bids, including but not limited to the Legal Notice of Invitation for Bids, Instructions and Information to Bidders, General Conditions, Supplemental General Conditions, Technical Provisions, Special Conditions, Agreement Form, Bid Form, Bond Forms, EEO Requirements, Drawings, and Amendments.

1.18 MANUFACTURER - The person, firm or corporation responsible for the commercial manufacturing, assembling or processing of materials and/or equipment to be incorporated in the Project.

1.19 MATERIAL - Any substance specified for use in the construction of the project and its appurtenances.

1.20 MONUMENT - A boundary marker.

1.21 NOTICE OF AWARD - The written notice of the acceptance of the Bid by the Unified Government to the successful Bidder.

1.22 NOTICE TO PROCEED - A written notice issued by the Unified Government to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Contract Time.

1.23 PROCUREMENT CODE - The Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas, effective June 27, 1983 by ordinance Number 64497, and amendments thereto. This document may be viewed during normal business

hours in the office of the Unified Government Clerk or online: https://library.municode.com/ks/wyandotte_county_-_unified_government/codes/code_of_ordinances?nodeId=CH29PRCO.

1.24 PROCUREMENT OFFICER - Any person duly authorized to administer contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority.

1.25 PROJECT - The undertaking to be performed as provided in the Contract Documents with payment to the Contractor from the Unified Government.

1.26 PROJECT REPRESENTATIVE or RESIDENT PROJECT REPRESENTATIVE - The Engineer/ Architect's agent assigned to the project site who shall act under the supervision and direction of the Engineer/Architect. He shall confer with the Engineer/Architect regarding his actions and shall generally communicate with the Unified Government only through the Engineer/Architect.

1.27 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier, or Distributor, which illustrate how specific portions of the Work will be fabricated, installed, formed, or constructed.

1.28 SPECIFICATIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship, including Technical Provisions, Special Conditions, and Technical Specifications.

1.29 SPECIAL CONDITIONS - A part of the Contract Documents being a modification, amplification and/or additional information of the General, or Supplemental General Conditions or Technical Provisions.

1.30 SPECIFIED COMPLETION DATE - The date on which the contract work is specified to be completed.

1.31 STANDARD DETAILS – The part of the Contract Documents which show a common or repeated construction activity or practice required for the Project.

1.32 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

1.33 SUBSTANTIAL COMPLETION - That date as certified by the Engineer/Architect when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

1.34 SUPPLEMENTAL GENERAL CONDITIONS - A part of the Contract Documents consisting of modifications and additions to the General Conditions or Instructions to Bidders that are applicable to a specific project of procurement agency.

1.35 SUPPLIER - Any person, firm, corporation, or organization who supplies Materials or Equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

1.36 SURETY - The corporation, partnership, or individual, other than the Contractor, executing a bond furnished by the Contractor.

1.37 TECHNICAL PROVISIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship required for the Project.

1.38 TECHNICAL SPECIFICATIONS – A part of the Contract Documents consisting of written descriptions of a technical nature of materials equipment, construction systems, standards and workmanship required for the Project and which have been prepared and/or approved by the Engineer/Architect.

1.39 UNIFIED GOVERNMENT - The Unified Government of Wyandotte County/Kansas City, Kansas, a Municipal Corporation.

1.40 WORK - All labor, equipment, and tools necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

1.41 WORKING DAY - When working days are specified, a working day shall be any day from the starting date through the completion of the project except as follows:

a. Saturdays, Sundays, Unified Government holidays, and the dates from December 24 through January 2, inclusive, unless the Contractor requests and receives permission to work on these dates from the Unified Government Engineer/Architect.

b. Days on which adverse weather, or conditions immediately resulting from adverse weather, prevent work on the controlling item for at least 50% of the total daily time.

c. Days on which the current controlling item is delayed or suspended due to acts of the Engineer/Architect for at least 50% of the total daily time.

d. Days on which correction of differing site conditions prevent work on the current controlling item for at least 50% of the total daily time. Differing site conditions shall be those listed in General Condition 16.1.

Only whole days will be counted. On non-working days Contractor may, at his option and with no count against the contract time, pursue any work not affected by weather or other conditions affecting the controlling item.

Working and non-working days shall be determined and recorded at regular intervals by the Engineer/Architect. Contractor shall review calculation of time and resolve any differences with the Engineer/Architect prior to each partial pay submittal.

1.42 WRITTEN NOTICE - Any notice to any party to the Agreement in writing the service thereof is completed when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work, or so mailed or delivered to the party listed with the Clerk of the District Court of Wyandotte County as the Contractor's Process Agent.

**2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS.**

2.1 The Contractor may be furnished additional written instructions and detail drawings, by the Engineer/Architect, as necessary to carry out the Work required by the Contract Documents.

2.2 The Contractor shall carry out the Work in accordance with the additional written instructions and detail drawings.

**3. SCHEDULES, REPORTS, AND RECORDS FOR PUBLIC PROJECTS.**

3.1 The Contractor shall submit to the Engineer/Architect such schedule of quantities and costs, progress schedules, payrolls, reports, estimates record, and other data where applicable as are required by the Contract Documents for the Work to be performed.

3.2 Prior to the commencement of Work, the Contractor shall submit construction progress schedules showing the order in which he proposes to carry on the Work, including dates at which he will start the various parts of the Work, estimated date of completion of each part and, as applicable, the dates at which special detail drawings will be required, and respective dates of submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 Prior to the commencement of Work, the Contractor shall submit to the Engineer/Architect for its review a preliminary cash flow schedule (graphic or tabular display) that indicates the anticipated value of work to be invoiced on a monthly basis through project completion. The cash flow schedule is for planning purposes of the Owner, only. Contractor's cash flow schedule will be acceptable to Engineer/Architect if it provides a reasonable allocation of the Contract Price over the Contract Time. Such acceptance will not impose on Engineer/Architect responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility, therefor.

3.4 The Contractor shall prepare a detailed work schedule indicating the Work tasks and locations(s) of work to be performed and the number of crews anticipated to be working on each of the Work tasks. Contractor shall submit the schedule to the Engineer/Architect electronically via email at least 48 hours before the schedule is to take effect.

**4. DRAWINGS AND SPECIFICATIONS.**

4.1 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Unified Government.

4.2 In case of conflict between the Drawings and Specifications, the drawings shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Special Conditions shall govern over Technical Provisions and the General Conditions.

4.3 Any discrepancies, inconsistencies, or ambiguities found between the Drawings or Specifications shall be immediately reported to the Engineer/Architect, in writing, who shall promptly correct them in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities, but before correction by the Engineer/Architect, shall be done at the Contractor's risk.

**5. SHOP DRAWINGS.**

5.1 The Contractor shall submit electronically to the Engineer/Architect, or upload to a designated project management platform, all Shop Drawings which bear the certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. The Contractor shall also note on the Shop Drawings all deviations from the Contract Documents. The Engineer/Architect's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The Engineer/Architect may elect not to review shop drawings not required by the contract documents. The approval of any Shop Drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order. The review action by the Engineer/Architect will be as shown:

| Action By Engineer | Required Resubmittal |
|---|---|
| Approved | no |
| Approved if Corrected as Noted | no |
| Correct and Resubmit | yes |
| Not Approved/Rejected | yes |

5.2 Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or sample has been approved by the Engineer/Architect. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer/Architect.

**6. MATERIALS, SERVICES AND FACILITIES.**

6.1 It is understood that, except as otherwise

specifically stated in the Contract Documents, the Contractor shall provide and pay for all Materials, labor, tools, Equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

6.2 Contractor shall furnish only new Material of the type, size, and strength class with all accessories as specified, indicated, and/or necessary for a completed project.

6.3 Manufacturer of Material to be incorporated within the project shall be experienced in the design, manufacture, testing, and commercial supplying of the specified materials.

6.4 Materials and Equipment shall be so transported, stored, and installed as to insure the preservation of their quality and fitness for the Work. Said transporting, handling, and storage shall conform to the Manufacturer's recommendations unless otherwise required in the Contract Documents. Stored Materials and Equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

6.5 Damaged Materials will be subject to rejection and cannot be incorporated within the project without written approval from the Engineer/Architect.

6.6 Manufactured articles, Materials, and Equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the Manufacturer unless otherwise specifically stated in the Contract Documents.

6.7 Contractor shall submit to the Engineer/Architect, or upload to a designated project management platform, Manufacturer's design, Material specifications, quality control methods, recommended installation instructions, warranties, delivery dates, manufacturing location, and, if specifically requested, samples of Materials to be incorporated within the Project for approval. Purchase of Materials not approved by the Engineer/Architect will be done only at the Contractor's risk.

6.8 Materials, supplies and Equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer/Architect.

6.9 Materials, supplies, or Equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

6.10 Contractor shall require, secure, and submit to the Engineer/Architect, or upload to a designated project management platform, all material certifications and test transcripts for all Materials incorporated within the Project. Material testing shall be performed by the Manufacturer's quality control personnel and/or approved independent testing laboratory, all in conformance with applicable and acceptable standards. Provisions shall be made that the Engineer/Architect and/or approved independent test laboratory personnel may witness such tests. Failure of the Engineer/Architect to reject Materials will not be grounds for acceptance if defects are later found; however, all Materials rejected by the Engineer/Architect as unsuitable, nonconforming, and/or failing to meet minimum required test results shall not be used and shall be removed from the Project site by the Contractor.

## 7. INSPECTION AND TESTING.

7.1 All Materials and Equipment used in the construction of the Work shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

7.2 Tests and certifications are required to demonstrate that all products installed in the work comply with the specifications. Responsibility for testing shall be as indicated below:

a. Contractor is responsible for acceptance tests on installed products and on products delivered for installation such as field or laboratory tests for slump, air and strength of concrete, temperature of asphalt mixes, reference and relative density of asphalt mixtures, reference and relative density of embankment and fill material, infiltration/exfiltration testing and televising of sewer mains, thickness and surface straight edging, and the like; except for those tests listed in "c." below. Engineer/Architect shall determine the time, location, and frequency of field testing and sampling. Contractor will provide the Unified Government with one electronic copy of test results, or upload results to a designated project management platform.

b. Contractor shall reimburse the Unified Government for tests performed when the results of those tests do not meet specified limits.

c. Contractor and his suppliers are responsible for process control tests normally conducted at the source of supply, such as certifications of manufactured products, concrete and asphalt mix designs, mixing plant quality monitoring tests, gradation tests of pipe bedding and imported fill material, fertilizer and seed certifications, and the like. Submittal of tests and certifications shall follow the procedures for shop drawings.

Contractor shall be responsible for the following field tests: tightness testing of manholes and sewer lines; mandrel testing of non-rigid sewer mains; start-up, demonstration, and adjustment of HVAC, mechanical, electrical, or communication systems; and profilograph testing of concrete and asphalt pavements where required by the technical specifications, special conditions, or drawings. When profilograph testing is ordered by the Engineer/Architect because of poor subjective ride quality, compensation for the testing shall be based on General Condition 7.7.

d. Contractor shall employ an independent commercial laboratory, acceptable to the Engineer/Architect, to conduct source of supply tests. The laboratory shall have the staff, equipment, qualifications, and experience to perform the tests in accordance with the specified standards.

e. Contractor shall cooperate with Unified Government's field testing and sampling; interrupting, exposing, and repairing the work when necessary; and providing labor, sample material, and facilities to accommodate the testing and sampling.

7.3 If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any Work to be specifically inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer/Architect timely notice of readiness. The Contractor will then furnish the Engineer/Architect the required certificates of inspection, testing, or approval.

7.4 Inspections, tests, or approvals by the Engineer/Architect or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

7.5 The Engineer/Architect and/or his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal, State, or local agency shall be permitted to inspect all Work, Materials, payrolls, records of personnel, invoices of Material, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work, and for any inspection or testing thereof.

. 7.6 If any Work is covered contrary to the instructions of the Engineer/Architect or his project representative, or if Work is covered prior to inspection required by the Contract Documents, said Work must, if requested by the Engineer/Architect, be uncovered for inspection and replaced at the Contractor's expense

. 7.7 If after the Work is covered in accordance with the Engineer/Architect's instructions and the requirements of the Contract Documents the Engineer/Architect subsequently issues instructions to uncover the Work for inspection, the contractor shall uncover the Work in question. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, inspection and reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, inspection, and reconstruction and an appropriate Change Order shall be issued.

**8. SUBSTITUTIONS.**

8.1 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required and not to limit competition. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer/Architect for review under the circumstances described below.

a. "Or-Equal" Items: If in Engineer/Architect's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer/Architect as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer/ Architect's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this subparagraph 8.1.a., a proposed item of material or equipment will be considered functionally equal to an item so named if:

1. in the exercise of reasonable judgement Engineer/Architect determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;
2. Contractor certifies that: (i) there is no increase in cost to the Owner; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

b. Substitute Items:

1. If in Engineer/Architect's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under subparagraph 8.1.a., it will be considered a proposed substitute item.
2. Contractor shall submit sufficient information as provided below to allow Engineer/Architect to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer/Architect from anyone other than Contractor.
3. The procedure for review by Engineer/Architect will be as set forth in subparagraph 8.1.b.4. and as Engineer/Architect may decide is appropriate under the circumstances.

4. Contractor shall first make written application to Engineer/Architect for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by Engineer/Architect in evaluating the proposed substitute item. The Engineer/Architect may require Contractor to furnish additional data about the proposed substitute item.

8.2 Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is shown of indicated in and expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer/Architect. Contractor shall submit sufficient information to allow Engineer/Architect, in Engineer/Architect's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by Engineer/Architect will be similar to that provided in subparagraph 8.1.b.

8.3 Engineer/Architect's Evaluation: Engineer/ Architect will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 8.1 and 8.2. The Engineer/Architect will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until Engineer/Architect's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing determination.

8.4 Special guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

8.5 Engineer/Architect's Cost Reimbursement: The Engineer/Architect will record time required by Engineer/Architect in evaluating substitute proposed or submitted by Contractor pursuant to paragraphs 8.1.b and 8.2. and in making changes in the Contract Documents (or in the provisions of any other direct contract with the Unified Government for work on the Project) occasioned thereby. Whether or not the Engineer/Architect approved a substitute item so proposed or submitted by the Contractor, the Contractor shall reimburse the Unified Government for the charges of Engineer/Architect for evaluating each such proposed substitute.

8.6 Contractor's expense: The Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

**9. PATENTS.**

9.1 The Contractor shall pay all applicable royalties and license fees. S/he shall defend all suits or claims for infringement of any patent rights and save the Unified Government, Engineer/Architect, or Consultants harmless from loss on account thereof, except that the Unified Government shall be responsible for any such loss when a particular process, design, or the product of a particular Manufacturer or Manufacturers is specified. However, if the Contractor has reason to believe that the design, process, or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer/Architect.

**10. CONSTRUCTION STAKING.**

10.1 The Contractor shall perform all construction staking; completed staking shall be reviewed by the Engineer/Architect before work commences

10.2 The Unified Government will furnish necessary boundary surveys and establish all baselines for locating the principal component parts of the Work, together with a suitable number of benchmarks adjacent to the Work as shown in the Contract Documents.

10.3 The Contractor shall retain or provide a Land Surveyor, licensed to practice in the State of Kansas, to develop and make any detailed surveys necessary for the construction of the Work.

10.4 The Contractor shall carefully preserve

benchmarks, reference points, and stakes and, in case of willful or careless destruction by his operations, or those of his Subcontractors or Material suppliers, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

**11. PROTECTION OF WORK, PROPERTY, AND PERSONS.**

11.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. S/he will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all Materials or Equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. S/he will notify owners of adjacent utilities forty-eight (48) hours in advance when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Unified Government or the Engineer/Architect or consultant or anyone employed by any of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

11.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer/Architect or Unified Government, shall act to prevent threatened damage, injury, or loss. S/he will give the Engineer/Architect prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

**12. SUPERVISION BY CONTRACTOR.**

12.1 The Contractor will supervise, inspect, and direct the Work. S/he will be solely responsible for the mean methods, techniques, procedures, and safety of construction. Except where limited by the Engineer/Architect's authority to adjust schedule to meet objectives listed in Condition 33.2, the Contractor shall be responsible for sequence of the Work. The Contractor will employ and maintain on the Work a qualified superintendent who has full knowledge of and prior experience with the Materials and methods necessary to conform with the terms of and intent of these Contract Documents and who shall have been designated to the Engineer/Architect in writing by the Contractor as the Contractor's representative at the site. The superintendent shall have full authority to act on behalf of the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be present on the site at all times.

12.2 The Contractor shall not change the superintendent without prior approval of the Engineer/Architect, except if the superintendent leaves the Contractor's employment before approval can be given.

**13. CHANGES.**

13.1 CHANGE ORDER - The Procurement Officer, at any time, and without notice to the sureties, in a signed writing designated or indicated to be a Change Order, may order:

a. changes in the work within the scope of the Contract Documents; and

b. changes in the time for performance of the Work that do not alter the scope of the Contract Documents.

13.2 ADJUSTMENTS OF PRICE OR TIME FOR PERFORMANCE - If any such Change Order increases or decreases the Contractor's cost of, or the time required for, performance of any part of the Work under these Contract Documents, whether or not changed by the order, an adjustment shall be made and the Contract Documents modified in writing accordingly. Any adjustment in Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of these Contract Documents. (Section 14 of the General Conditions).

Failure of the parties to agree to an adjustment shall not excuse a Contractor from proceeding with the Work as changed, provided that the Unified Government promptly and duly makes such provisional adjustments in payments or time for performance as may be reasonable. By proceeding with the Work, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

13.3 WRITTEN CERTIFICATION - The Contractor shall not perform any Change Order in excess of $500 unless it bears, or the Contractor has separately received, a written certification, signed by the Fiscal Officer, that funds for the Change Order are available; and, if acting in good faith, the Contractor may rely upon the validity of such certification.

13.4 TIME PERIOD FOR CLAIM - Within 30 days after receipt of a written Change Order under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Contractor's claim unless the Unified Government is prejudiced by the delay in notification.

13.5 CLAIM BARRED AFTER FINAL PAYMENT - No claim by the Contractor for an adjustment

hereunder shall be allowed if notice is not given prior to final payment under these Contractor Documents.

13.6 CLAIMS NOT BARRED - In the absence of such a Change Order, nothing in the Contract Documents shall restrict the Contractor's right to pursue a claim arising under the Contract Documents if pursued in accordance with the Clause entitled "Claims Based on a Procurement Officer's Actions or Omissions" (Section 22 of the General Conditions) or for breach of contract.

**14. PRICE ADJUSTMENT.**

14.1 PRICE ADJUSTMENT METHODS - Any adjustment in Contract Price pursuant to clauses in these Contract Documents shall be made in one or more of the following ways:

a. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

b. by unit prices specified in the Contract Documents or subsequently agreed upon;

c. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Contract Documents or subsequently agreed upon;

d. in such other manner as the parties may mutually agree; or

e. in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of cost attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections of Exhibit A, Unified Government Cost Principles, and subject to the provisions of Article IX (Legal and Contractual Remedies) of the Unified Government Procurement Code.

14.2 SUBMISSION OF COST OR PRICING DATA - The Contractor shall submit cost or pricing data for any price adjustments subject to the provisions of Section 29-200 (Cost or Pricing Data) of the Procurement Code.

**15. VARIATIONS IN ESTIMATED QUANTITIES.**

15.1 VARIATIONS REQUIRING ADJUSTMENTS - Where the quantity of a pay item in these Contract Documents is an estimated quantity and where the actual quantity of such pay item varies more than 15% above or below the estimated quantity stated in these Contract Documents, an adjustment in the Contract Price shall be made upon demand of either party. The adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115% or below 85% of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Procurement Officer shall, upon receipt of a timely written request for an extension of time, prior to the date of final settlement, ascertain the facts and make such adjustment for extending the completion date as in the judgment of the Procurement Officer the findings justify.

15.2 ADJUSTMENTS OF PRICE - Any adjustment in Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. (Section 14 of the General Conditions).

**16. DIFFERING SITE CONDITIONS, PRICE ADJUSTMENTS.**

16.1 NOTICE - The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer/Architect of:

a. subsurface or latent physical conditions at the site differing materially from those indicated in these Contract Documents; or

b. unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in these Contract Documents.

16.2 ADJUSTMENTS OF PRICE OR TIME FOR PERFORMANCE - After receipt of such notice, the Engineer/Architect shall promptly investigate the site, and if it is found that such conditions do materially so differ and cause an increase in the Contractor's cost of, or the time required for, performance of any part of the Work under these Contract Documents, whether or not changed as a result of such conditions, an adjustment shall be made and the Contract Documents modified in writing accordingly. Any adjustment in Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. (Section 14 of the General Conditions.)

16.3 TIMELINESS OF CLAIM - No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in this clause; provided, however, that the time prescribed therefore may be extended by the Procurement Officer in writing.

16.4 NO CLAIM AFTER FINAL PAYMENT - No claim by the Contractor for an adjustment thereunder shall be allowed if asserted after final payment under these Contract Documents.

16.5 KNOWLEDGE - Nothing contained in this section shall be grounds for an adjustment in compensation if the Contractor had actual knowledge of the existence of such conditions prior to the submission of bids.

**17. TIME FOR COMPLETION.**

17.1 The date beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Contract Time shall commence on a date specified in the Notice to Proceed.

17.2 The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Unified Government, that the Contract Time for the completion of the Work described herein is a

reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

**18. TERMINATION FOR DEFAULT FOR NON-PERFORMANCE OR DELAY - DAMAGES FOR DELAY - TIME EXTENSIONS.**

18.1 DEFAULT - If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will assure its completion within the time specified in these Contract Documents, or any extension thereof, fails to complete said Work within such time, or commits any other substantial breach of these Contract Documents, and further fails within 14 days after receipt of written notice from the Procurement Officer to commence and continue correction of such refusal or failure with diligence and promptness, the Procurement Officer may, by written notice to the Contractor, declare the Contractor in breach and terminate the Contractor's right to proceed with the Work or such part of the Work as to which there has been delay. In such event the Unified Government may take over the Work and prosecute the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the Work, such Materials, appliances, and plant as may be on the site of the Work and necessary for the Work. Whether or not the Contractor's right to proceed with the work is terminated, the Contractor and the Contractor's sureties shall be liable for any damage to the Unified Government resulting from the Contractor's refusal or failure to complete the work within the specified time.

18.2 LIQUIDATED DAMAGES UPON TERMINATION - If fixed and agreed liquidated damages are provided in these Contract Documents, and if the Unified Government so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages for such reasonable time as may be required for final completion of the Work.

18.3 LIQUIDATED DAMAGES IN ABSENCE OF TERMINATION - If fixed and agreed liquidated damages are provided in the Contract Documents, and if the Unified Government does not terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the Work is completed or accepted.

18.4 TIME EXTENSION - The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

a. the delay in the completion of the Work arises from causes such as: acts of God; acts of the public enemy; acts of the Unified Government or any other governmental entity in either a sovereign or contractual capacity; acts of another Contractor in the performance of a contract with the Unified Government; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather; delays of Subcontractors due to causes similar to those set forth above; or shortage of Materials; provided, however, that no extension of time will be granted for a delay caused by a shortage of Materials, unless the Contractor furnishes to the Engineer/Architect proof that the Contractor has diligently made every effort to obtain such Materials from all known sources within reasonable reach of the Work, and further proof that the inability to obtain such Materials when originally planned did in fact cause a delay in final completion of the entire Work which could not be compensated for by revising the sequence of the Contractor's operations; and

b. the Contractor, within ten days from the beginning of any such delay (unless the Procurement Officer grants a further period of time before the date of final payment under the Contract Documents), notifies the Engineer/Architect in writing of the causes of delay. The Procurement Officer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in the judgment of the Procurement Officer, the findings of fact justify such an extension.

18.5 ERRONEOUS TERMINATION FOR DEFAULT - If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, and both the Unified Government and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. (Section 23 of the General Conditions.)

18.6 Where the Contractor's services have been so terminated by the Unified Government, said termination shall not affect any right of the Unified Government against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Unified Government will not release the Contractor from compliance with the Contract Documents.

18.7 ADDITIONAL RIGHTS AND REMEDIES - The rights and remedies of the Unified Government provided in this section are in addition to any other rights and remedies provided by law or under these Contract Documents.

**19. SPECIFIC ACTS CONSTITUTING SUBSTANTIAL BREACH.**

19.1 The following acts committed by the Contractor will constitute a substantial breach of the Contract Documents and may result in termination of the Work.

a. If the Contractor is adjudged bankrupt or insolvent.

b. If the Contractor makes a general assignment for the benefit of his creditors.

c. If a trustee or receiver is appointed for the Contractor or any of his property.

d. If the Contractor files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws.

e. If the Contractor repeatedly fails to supply sufficient skilled workmen or suitable Material or Equipment.

f. If the Contractor repeatedly fails to make prompt payments to Subcontractors or for labor, Material, or Equipment.

g. If the Contractor disregards ordinances, rules, regulations, or orders of any public body having jurisdiction of the Work.

h. If the Contractor disregards the authority of the Purchasing Officer or consultant.

19.2 Acts other than those specified in 19.1 may constitute substantial breach.

19.3 The procedure for termination for substantial breach of the Contract Documents shall be in accordance with the clause entitled "Termination for Default for Non-performance or Delay - Damages for Delay - Time Extensions" (Section 18 of General Conditions).

**20. CORRECTION OF WORK.**

20.1 The Contractor shall promptly remove from the premises all Work rejected by the Engineer/Architect for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Unified Government and shall bear the expense of making good all Work of other Contractors or Subcontractors destroyed or damaged by such removal or replacement.

20.2 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Unified Government may remove such Work and store the Materials, at the expense of the Contractor.

**21. SUSPENSION OF WORK.**

21.1 SUSPENSION FOR CONVENIENCE - The Procurement Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as may be determined to be appropriate for the convenience of the Unified Government.

21.2 ADJUSTMENT OF COST - If the performance of all or any part of the Work is for an unreasonable period of time suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of these Contract Documents, or by the failure of the Procurement Officer to act within the time specified in these Contract Documents (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of these Contract Documents necessarily caused by such unreasonable suspension, delay, or interruption and the Contract Documents modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent:

a. that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor; or

b. for which an adjustment is provided for or excluded under any other provision of these Contract Documents.

21.3 TIME RESTRICTION ON CLAIM - No claim under this clause shall be allowed:

a. for any costs incurred more than 20 days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

b. unless the claim is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Contract Documents.

21.4 ADJUSTMENTS OF PRICE - Any adjustment in Contract Price made pursuant to this section shall be determined in accordance with the Price Adjustment Section of These Contract Documents. (Section 14 of the General Conditions.)

**22. CLAIMS BASED ON A PROCUREMENT OFFICER'S ACTIONS OR OMISSIONS.**

22.1 NOTICE OF CLAIM - If any action or omission on the part of the Procurement Officer requiring a performance change within the scope of the Contract Documents constitutes the basis for a claim by the Contractor for additional compensation, damages, or an extension of time for completion, the Contractor shall continue with performance of the Work in compliance with the directions or orders of such officials, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion, provided:

a. The Contractor shall have given Written Notice to the Procurement Officer:

i. prior to the commencement of the Work involved, if at that time the Contractor knows of the occurrence of such action or omission;

ii. within 30 days after the Contractor knows of the occurrence of such action or omission, if the Contractor did not have such knowledge prior to the commencement of the Work; or

iii. within such further time as may be allowed by the Procurement Officer in writing.

b. The notice required by Subparagraph (22.1.a.) of this paragraph described as clearly as practicable at the time the reasons why the Contractor believes that additional compensation, damages, or an extension of time may be remedies to which the Contractor is entitled; and

c. The Contractor maintains, and upon

request makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

22.2 LIMITATION - Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any Unified Government officers and any Contractors from acting in collusion or bad faith in issuing or performing Change Orders which are clearly not within the scope of the Contract Documents.

22.3 ADJUSTMENTS OF PRICE - Any adjustment in the Contract Price made pursuant to this section shall be determined in accordance with the Price Adjustment section of these Contract documents. (Section 14 of the General Conditions.)

**23. TERMINATION FOR CONVENIENCE.**

23.1 TERMINATION - The Procurement Officer may, when the interests of the Unified Government so require, terminate the Unified Government's obligations under these Contract Documents, in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

23.2 CONTRACTOR'S OBLIGATIONS - The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop Work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated obligations. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated obligations. The Procurement Officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the Unified Government. The Contractor must still complete the obligation not terminated by the notice of termination and may incur obligations as necessary to do so.

23.3 RIGHT TO CONSTRUCTION AND SUPPLIES - The Procurement Officer may require the Contractor to transfer title and deliver to the Unified Government in the manner and to the extent directed by the Procurement Officer:

a. any completed construction; and

b. such partially completed construction, supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called 'Construction Material') as the Contractor has specifically produced or specially acquired for the performance of the terminated obligation(s).

The Contractor shall protect and preserve property in the possession of the Contractor in which the Unified Government has an interest. If the Procurement Officer does not exercise this right, the Contractor shall use best efforts to sell such construction, supplies, and Construction Materials in accordance with the standards of K.S.A. 84-2-706. This in no way implies that the Unified Government has breached the Contract Documents by exercise of the Termination for Convenience Clause.

23.4 COMPENSATION

a. The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience, together with cost or pricing data, submitted to the extent required by Section 29-200 (Cost or Pricing Data) of the Procurement Code, bearing on such claim. If the Contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the Contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

b. The Procurement Officer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data submitted as required by Section 29-200 (Cost or Pricing Data) of the Procurement Code and that the settlement does not exceed the total Contract Price plus settlement costs reduced by payments previously made by the Unified Government, the proceeds of any sales of construction, supplies, and Construction Materials under Paragraph 23.3 of these General Conditions, and the Contract Price of the Work not terminated.

c. Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the Contractor the following amounts, provided payments under Subparagraph (b) shall not duplicate payments under this Paragraph:

i. with respect to all contract Work performed prior to the effective date of the notice of termination, the total (without duplication of any items) of:

A. the cost of such Work plus a fair and reasonable profit on such portion of the Work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for completed portions of such Work; provided, however, that if it appears that the Contractor would have sustained a loss if the entire Work would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

B. costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph 23.2 of these General Conditions.

These costs must not include costs paid in accordance with Subparagraph (c.i.A) of this Paragraph;

C. the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated obligation(s) and for the termination and settlement of subcontracts there-under, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated obligations.

ii. The total sum to be paid the Contractor under this Paragraph shall not exceed the total Contract Price plus the reasonable settlement costs of the Contractor reduced by the amount of any sales of construction, supplies, and Construction Materials under Paragraph 23.3 of these General Conditions, and the Contract Price of Work not terminated.

d. Cost claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph shall be in accordance with Exhibit A, Unified Government Cost Principles.

**24. LIQUIDATED DAMAGES.**

24.1 When the Contractor fails to complete the Work or any portion of the Work within the time or times fixed in the Contract Documents, the Contractor shall pay to the Unified Government the amount listed in the Agreement as Liquidated Damages for each calendar day of delay pursuant to the "Termination for Default for Non-performance or Delay - Damages for Delay - Time Extensions" section. (Section 18 of the General Conditions.)

**25. PAYMENTS FOR WORK PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.**

25.1 At least twenty (20) days before each progress payment falls due, the Contractor may submit, but not more than once a month, to the Engineer/Architect a partial payment estimate on a form suitable to the Engineer/Architect, filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer/Architect may reasonably require. The Engineer/Architect will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Procurement Officer, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Unified Government will, within thirty (30) days of presentation to the Procurement Officer of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Unified Government will retain five (5) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Procurement Officer at any time, however, after fifty (50) percent of the work has been completed, if s/he finds that satisfactory progress is being made, may reduce retainage on the current and remaining estimates. When the work is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced to only that amount necessary to assure completion.

a. During the progress of the Work, Contractor shall provide proof of payment by the Owner with each payment application after the first one.

b. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Unified Government has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Unified Government's interest therein, all of which must be satisfactory to the Unified Government. Payments for stored materials and equipment shall be based only upon the actual cost to Contractor of the materials and equipment and shall not include any overhead or profit to Contractor. Partial payments will not be made for undelivered materials or equipment.

25.2 Prior to Substantial Completion, the Unified Government, with the approval of the Engineer/Architect, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

25.3 Upon completion and acceptance of the work, the Engineer/Architect shall issue a certificate attached to the final payment request that the Work has been accepted by her/him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Unified Government, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.

25.4 The Contractor will indemnify and save the Unified Government and the Engineer/Architect, and their agents and employees harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment,

tools, and all supplies, incurred in the furtherance of the performance of the work. Prior to final payment and prior to any progress payment when so requested by the Unified Government, the Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Unified Government may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Unified Government to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Unified Government shall be considered as a payment made under the Contract Documents by the Unified Government to the Contractor and the Unified Government shall not be liable to the Contractor for any such payments made in good faith.

**26. ACCEPTANCE OF FINAL PAYMENT AS RELEASE.**

26.1 The acceptance by the Contractor of final payment shall be made and shall operate as a release to the Unified Government of all claims and all liability to the Contractor, other than claims in stated amounts as may be specifically excepted by the Contractor, for all things done or furnished in connection with this Work and for every act and neglect of the Unified Government and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance, Payment, and Maintenance Bonds.

**27. INSURANCE.**

27.1 The Contractor shall purchase and maintain during the term of this contract such insurance as will protect him and the Unified Government of Wyandotte County/Kansas City, Kansas, from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by herself/himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The Unified Government of Wyandotte County/Kansas City, Kansas, shall be identified as an additional insured or provided with an owner's protective policy written on an occurrence basis on coverage set forth in Section 27.3 of this clause for:

a. Claims under worker's compensation disability benefit and other similar employee benefits;

b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and

e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

27.2 Certificates of insurance acceptable to the Unified Government shall be filed with the Unified Government within ten (10) days of the Notice of the Award. These Certificates shall contain a provision that states, "Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions." At the discretion of the Unified Government, the Contractor shall file copies of endorsed insurance policies with the Unified Government prior to commencement of the Work.

27.3 The Contractor shall procure and maintain Contractor's General Public Liability and Property Damage Insurance, including vehicle coverage issued to the Contractor and protecting him and the Unified Government of Wyandotte County/Kansas City, Kansas, from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by herself/himself or by any Subcontractor under her/him. Insurance may be combined Bodily Injury and Property Damage Liability but in no event shall the limit of liability be less than $500,000 for all damages arising out of bodily injury, including death, and all property damage sustained by any one person in any one accident, and $500,000 aggregate for any such damage sustained by two or more persons in any one accident.

27.4 The Contractor shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the Project to the full insurable value thereof for the benefit of the Unified Government, the Contractor, and Subcontractors as their interest may appear. This provision shall in no way release the Contractor's surety from obligations under the Contract Documents to fully complete the Project.

27.5 The Contractor shall procure and maintain at her/his own expense, during the Contract Time, in accordance with the laws of the State of Kansas, Worker's Compensation Insurance, including occupational disease provisions, for all of its employees at the site of the Project, and in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous Work under these Contract Documents at the site of the Project is not protected under Worker's Compensation statute, the

Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

27.6 The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the Unified Government, the amount of such insurance shall not be less than the Contract price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted by the Owner. The policy shall name as the insured the Contractor and the Unified Government of Wyandotte County/Kansas City, Kansas.

27.7 The Contractor, in addition to all other insurance requirements herein, shall procure and maintain insurance in the type and amount as may be required in any license, permit, or agreement obtained for the Project and which is necessary to complete the Work (i.e., Highway Permit, Railroad Crossing Agreement, Corps of Engineers Permit) regardless of who secured the license, permit, or agreement.

**28. CONTRACT SECURITY.**

28.1 Where the contract is in excess of $50,000.00, the Contractor shall furnish the Unified Government with a (1) Performance Bond and (2) Labor and Material Payment Bond each in the amount of 100% of the Contract Price. The Contractor shall also furnish the Unified Government with a three (3) year Maintenance Bond in the amount of twenty-five percent (25%) of the Contract Price. Bonds shall be delivered within ten (10) days of receipt of Notice of Award. The Performance Bond shall be conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreement of the contract documents. The Payment Bond shall be conditioned upon the prompt payment by the Contractor to all persons supplying labor and Materials in the prosecution of the Work provided by the Contract Documents and shall comply with the requirements of K.S.A. 60-1111 including, but not limited to, the requirement that it be filed with the Clerk of the Wyandotte County District Court. All bonds shall contain all terms and conditions contained in the provided bond form in the Contract Documents and shall be executed by a surety company authorized to do business in the State of Kansas. Attorneys-in-fact who sign bonds must file with each bond a certified and effective dated copy of the power of attorney form.

28.2 The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Kansas, the contractor shall within ten (10) days substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Unified Government. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Unified Government.

**29. ASSIGNMENTS.**

29.1 Neither the Contractor nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligation created by the Contract Documents or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder, without written consent of the other party.

**30. INDEMNIFICATION.**

30.1 The Contractor will indemnify, defend and hold harmless the Unified Government and the Engineer/Architect and their agents and employees from and against all claims, damages, losses, judgements, costs and expenses, including attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, judgement, cost or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

30.2 In any and all claims against the Unified Government and the Engineer/Architect, or their agents and employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation acts, disability benefit acts, or other employee benefits acts.

30.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer/Architect, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

30.4 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of Materials, workmanship, and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of Material supply.

30.5 This indemnification shall survive termination of this or any other contract or agreement between the parties hereto or thereto.

**31. SEPARATE CONTRACTS AND RIGHT TO ENTER TO PERFORM WORK.**

31.1 The Unified Government may perform additional Work related to the Project by itself, or it may execute other Contract Documents containing provisions similar to these. The Contractor shall afford the Unified Government and other Contractors reasonable opportunity for the introduction and storage of their Materials and the execution of their Work, and shall properly connect and coordinate its Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of the

Unified Government or any other Contractor, the Contractor shall inspect and promptly report to the Engineer/Architect any defects in such Work that render it unsuitable for such proper execution and results.

31.2 The Unified Government's right to perform work and enter other contracts shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work, except such as may be caused by agents or employees of the Unified Government or by other Contractors.

31.3 If the performance of additional Work by other Contractors or the Unified Government is not noted in the Contract Documents prior to the execution of the Contract Documents, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Unified Government or other Contractors involves her/him in additional expense or entitles her/him to an extension of the Contract Time, s/he may make a claim therefor as provided in the Section entitled "Changes" (Section 13 of the General Conditions).

**32. SUBCONTRACTING.**

32.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.

32.2 The Contractor shall not award subcontracts which total more than fifty (50) percent of the Contract Price, without prior written approval of the Unified Government.

32.3 Prior to the execution and delivery of the Contract Documents, the successful Bidder will submit to the Engineer/Architect for Unified Government's acceptance an updated list of the names of Subcontractors and Suppliers proposed for those portions of the Work and designating which Work each is to perform. For the purpose of reporting supplier participation, a reportable supplier is one who provides directly to the general contractor (first-tier supplier). The general contractor is not required to report first-tier supplier participation if the total purchases from the first-tier supplier is less than $2,500.00. The Affidavit of Intended Utilization has been provided to facilitate this requirement. Upon contract completion, any changes in the list of subcontractors or suppliers used or payment amount must be submitted to Purchasing before final payment will be made.

32.4 Twenty-five (25) days prior to initiation of Work by any Subcontractor and Suppliers the Contractor shall submit such Subcontractor's name to the Engineer/Architect for the Unified Government's approval. Ten (10) days prior to initiation of Work by such Subcontractor or Supplier, the Engineer/Architect shall notify the successful Bidder in writing if either the Unified Government or Engineer/Architect, after due investigation, has reasonable objection to any Subcontractor or Supplier on such list. The failure of the Unified Government or the Engineer/Architect to make objection to Subcontractor or Supplier shall constitute an acceptance of such Subcontractor or Supplier, but shall not constitute a waiver of any right of the Unified Government or the Engineer/Architect to reject defective Work, Material, or Equipment not in conformance with the requirements of the Contract Documents.

32.5 The Contractor will not make any substitution for any Subcontractor or Supplier who has been accepted by the Unified Government Engineer/Architect, unless the Engineer/Architect approves such a change in writing. The Contractor Utilization Plan may be used to facilitate this requirement. The failure of the Unified Government or the Engineer/Architect to make objection to Subcontractors or Suppliers shall constitute an acceptance of such Subcontractor or Supplier, but shall not constitute a waiver of any right of the Unified Government or the Engineer/Architect to reject defective Work, Material, or Equipment not in conformance with the requirements of the Contract Documents.

32.6 The Contractor shall be fully responsible to the Unified Government for the acts and omissions of her/his Subcontractors, and of persons either directly or indirectly employed by them, as s/he is for the acts and omissions of persons directly employed by her/him.

32.7 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractor and to give the Contractor the same power as regards terminating any subcontract that the Unified Government may exercise over the Contractor under any provisions of the Contract Documents.

32.8 Nothing contained in these Contract Documents shall create any contractual relationship between any Subcontractor and the Unified Government.

**33. ENGINEER/ARCHITECT'S AUTHORITY.**

33.1 The Engineer/Architect shall act as the Unified Government's representative during the construction period. S/he shall decide questions which may arise as to quality and acceptability of Materials furnished and Work performed. S/he shall interpret the intent of the Contract Documents in a fair and unbiased manner and shall not be held liable for the result of any interpretation or decision rendered in good faith.

33.2 The Engineer/Architect shall not and will not be responsible for the Contractor's construction means, controls, techniques, sequences, procedures, or safety. Except the Engineer/Architect may direct the sequencing, phasing, and date of performance of the work and may change the location and quantities of the work as necessary to meet the following objectives:

a. To ensure the completion of priority elements of the project within the funds available;

b. To ensure the least practicable

inconvenience to the public;

c. To ensure the compliance with weather and seasonal limitations;

d. To ensure the timely completion of field quality control testing and visual inspections;

e. To ensure the coordination of work of other contractors, utilities or Unified Government crews in the best interest of the Unified Government.

33.3 No additional payment shall be made for delays arising from changes to sequence, phasing, or date of performance that could be reasonably anticipated from the nature, location, and time of year of the work.

33.4 The Engineer/Architect shall promptly make decisions relative to interpretation of the Contract Documents.

33.5 If the Contractor observes that the Contract Documents are at variance with other requirements, the Contractor shall promptly notify the Engineer/Architect in writing, and any necessary changes shall be adjusted in accordance with the Section entitled "Changes" (Section 13 of the General Conditions).

33.6 The Engineer/Architect may make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

**34. PROJECT REPRESENTATIVE.**

The Engineer/Architect may provide one or more full time Project Representatives to assist the Engineer/Architect in carrying out his responsibilities at the site. The duties, responsibilities, and limitations of any such Project Representative shall be as follows:

34.1 Liaison

a. Serve as the Engineer/Architect's liaison with the Contractor working principally through the Contractor's superintendent.

b. Cooperate with the Contractor in its dealings with the various local agencies having jurisdiction over the Project to complete service connections to public utilities and facilities.

c. Assist the Engineer/Architect in obtaining from the Unified Government additional details or information, when required at the job site for proper execution of the Work.

34.2 Review of Work

a. Conduct on-site observations of the Work in progress for the Engineer/Architect as a basis for determining that the project is proceeding in accordance with the Contract Documents, and report to the Engineer/Architect whenever s/he believes that the Work should be stopped to insure that the completed Project will comply with the requirements of the Contract Documents.

b. Verify that tests, including equipment and systems start up, which are required by the Contract Documents are conducted and that the Contractor maintains adequate records thereof; observe, record, and report to the Engineer/Architect appropriate details relative to the test procedures and start-ups.

c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections, and report to the Engineer/Architect.

34.3 Interpretation of Contract Documents

a. Transmit to the Contractor the Engineer/Architect's interpretations of the Contract Documents.

34.4 Records

a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents including all Addenda, Change Orders, and additional Drawings issued after the award of the contract, the Engineer/Architect's interpretations of the Contract Documents, progress reports, and other project related documents.

b. Keep a diary or logbook, recording hours on the job site, weather conditions, list of visiting officials, daily activities, decisions, observations in general, and specific observations in more detail as in the cases of observing test procedures.

c. Maintain a set of Drawings on which authorized changes are noted and deliver such Drawings to the Engineer/Architect at the completion of the project.

34.5 Guarantees, Certificates, Maintenance Operation Manuals

a. During the course of the Work, assemble guarantees, certificates, maintenance operation manuals, and other required data furnished by the Contractor and upon acceptance of the Project, deliver these documents to the Engineer/Architect for her/his review and forwarding to the Unified Government.

34.6 Completion

a. Prior to review for completion, submit to the Contractor a list of observed items requiring correction.

b. Conduct final review in the company of the Engineer/Architect and the Unified Government and prepare a final list of items to be corrected.

c. Verify that all items on final list have been corrected and make recommendations to the Engineer/Architect concerning acceptance.

34.7 Limitation of Authority - Except upon written instructions of the Engineer/Architect, the Project Representative:

a. Shall not authorize any deviation from

the Contract Documents.

b. Shall not undertake any of the responsibilities of the Contractor, the Subcontractors, or the Contractor's Superintendent.

c. Shall not expedite the Work for the Contractor.

d. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.

e. Shall not authorize the Unified Government to occupy the Project in whole or in part.

**35. LAND AND RIGHTS-OF-WAY.**

35.1 Prior to issuance of Notice to Proceed, the Unified Government will have obtained all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise set forth in the Special Conditions or by Change Order.

35.2 The Unified Government shall provide the Contractor with written information which delineates and describes the land owned and rights-of-way acquired, and any special requirements contained therein. (Shown on the drawings and/or in the Special Conditions.)

35.3 The Contractor shall provide at her/his own expense and without liability to the Unified Government any additional land and access thereto that the Contractor may desire for temporary construction facilities, for storage of Materials or for additional working area.

**36. PERMITS AND LICENSES.**

36.1 The Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. The Contractor shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.

36.2 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the Special Conditions. The Contractor shall comply with all requirements, furnish required bonds, carry required insurance, pay all inspection fees and comply otherwise with all requirements of all permits and licenses regardless of whom obtained same. Copies of permits and licenses obtained by others, if not included in the Contract Documents, are available at the Engineer/Architect's office during regular business hours. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified.

36.3 Fees for permits of a temporary nature necessary for the prosecution of the Work issued by the Unified Government will be waived by the Unified Government for the project.

**37. GUARANTY.**

37.1 The Contractor shall guarantee all Materials and Equipment furnished and Work performed. Furthermore, commencing on the Date the Unified Government accepts all Work, the Contractor also warrants and guarantees for a minimum of one year or such longer period as may be established for specific products or installations by the technical provisions that the accepted Work is free from all defects due to faulty Materials, Equipment, or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects and the repairs of any damage to other parts of the Work, including damage to adjacent existing improvements, utilities, pavement, and so forth, resulting from such defects. All Materials, Equipment, or Work incorporated in correcting such defects shall also be warranted and guaranteed to conform with the Contract Documents for the applicable guarantee period in the Supplemental General Conditions.

37.2 The Unified Government will give Written Notice to the Contractor of observed defects with reasonable promptness. If for any reason the Contractor shall fail to make any such repairs or adjustments, including other Work that may be made necessary by such defects, within twenty (20) days after date such notice is served upon the Contractor, the Unified Government will have the right and authority to correct or cause the correction of the defects, including that which may be made necessary by said defects, and charge the Contractor for all costs thereby incurred. The Performance Bond shall remain in full force and effect throughout the guarantee period.

**38. DISPUTES.**

38.1 All controversies between the Unified Government and the Contractor which arise under, or are by virtue of these Contract Documents and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within thirty (30) days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

38.2 The Procurement Officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

38.3 Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.

38.4 The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with

performance of the Work pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of these Contract Documents, except where there has been a material breach of the Contract Documents by the Unified Government, provided, however, that in any event the Contractor shall proceed diligently with the performance of the Work where the Purchasing Director or head of a Purchasing Agency has made a written determination that continuation of Work under the Contract Documents is essential to the public health and safety.

38.5 Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

**39. TAXES.**

39.1 Sales and compensating tax exemption certificate number will be provided by the Unified Government to the Contractor as set forth in K.S.A. 79-3606 (d) and (e), as may be amended.

39.2 If for any reason the exemption certificate number is not furnished to the Contractor, the Unified Government will, upon Written Notice from the Contractor, execute a Change Order to compensate the Contractor for such sales and compensating taxes which would otherwise be legally exempted by said certificate number. (Section 13 of the General Conditions). Any adjustment in Contract Price made pursuant to this Section shall be determined in accordance with the Price Adjustment Section of these Contract Documents (Section 14 of the General Conditions).

**40. PROCESS AGENT.**

40.1 If the Contractor is an individual, partnership, or unincorporated association, and if said Contractor is not a resident of the State of Kansas, said Contractor shall appoint in writing as such Contractor's agent, a resident of the County of Wyandotte, Kansas, as required by K.S.A. 16-113, as amended. Process for the Contractor may be served on such agent in any civil action which arises out of the Contract Documents. The appointment of such agent shall be filed with the Clerk of the District Court of Wyandotte County, Kansas. Any Contractor required hereunder to appoint such an agent shall not receive public moneys pursuant to the Contract Documents until the appointment has been made and filed.

**41. SATURDAY, SUNDAY, HOLIDAY. AND NIGHT WORK.**

41.1 No Work shall be done on Saturday, Sunday, Unified Government designated holidays, or at night (between 7:00 p.m. and 7:00 a.m.), without the written approval or permission of the Engineer/Architect in each case, except such Work as may be necessary for the proper care, maintenance, and protection of Work already done or of Equipment and public property covered by the Contract Documents. Approval of the Engineer/Architect shall be sought at least forty-eight (48) hours in advance of such Work whenever practicable.

**42. PUBLIC CONVENIENCE AND SAFETY.**

42.1 The Contractor shall at all times so conduct its Work as to insure the least practicable obstruction to traffic. The convenience of the general public and the residents along the Project, and the protection of persons and property are of prime importance and shall be provided for by the Contractor in an adequate and satisfactory manner. When it is necessary for residents living along the Project to use a portion of road in the Project area, the Contractor shall maintain within the limits of these specifications, that portion of the road in a suitable condition for pedestrian and vehicular travel.

42.2 The Contractor shall be responsible for all traffic control devices necessary at the Project site, including installation, maintenance, and removal of such devices. All traffic control devices supplied by the Contractor shall comply with the standards of the Manual on Uniform Traffic Control Devices, the most current edition, and the Traffic Control Devices Handbook and amendments thereto. The Contractor shall submit a written plan for traffic control during the Project to the Traffic Regulations Division of the Public Works Department for approval prior to the commencement of the Project.

42.3 The Contractor shall contact the Traffic Regulations Division of the Public Works Department prior to any street closure or traffic restriction. The Contractor shall be responsible for notification of the police and fire departments in emergency traffic restriction situations.

**43. PRE-CONSTRUCTION CONFERENCE.**

43.1 Following execution of the Agreement between the Unified Government and the Contractor, but prior to the date established in the Notice to Proceed for commencement of the Work, a pre-construction conference shall be held at a date, time, and place mutually acceptable to both parties to the Agreement unless otherwise waived by the Engineer/Architect. The conduct of the pre-construction conference is the responsibility of the Engineer/Architect, and the prime purpose of the pre-construction conference will be to review the terms and conditions of the Contract Documents. Persons present at the pre-construction conference shall be determined by the Procurement Officer.

**44. INTERRUPTION OF SERVICE.**

44.1 When preparing for making correction of the existing system or other work which will interrupt service to the utility users, the Contractor shall notify the affected users, stating the approximate time and duration of interruption of service. The Contractor shall notify the Unified Government authorities and the affected utility companies of any necessary interruption of service and shall limit such interruption to the duration mutually agreeable to all parties.

**45. UTILITIES.**

45.1 Location, size, material, and depth shown on the drawing for existing utilities are based on information

furnished by the utility companies from their records. Actual field locations have not been established by the Unified Government or Engineer/Architect. The Contractor shall investigate and verify plan locations and elevation of underground utilities in the field before commencing Work. Should it become necessary to temporarily move, shift, or relocate utility lines for the construction of this Project, the Work shall be arranged and paid for by the Contractor. Should it become necessary to permanently relocate utility lines to allow room for construction of said lines they shall be moved at no cost to the Contractor unless otherwise specified in the Special Conditions. The Contractor shall protect all railroad trackage, ties, ballast, utilities, and structures encountered on or adjacent to the line of Work; damage to these facilities caused by the Contractor's Work shall be made good to the owner thereof by the Contractor without incurring any liabilities to the Unified Government or Engineer/Architect.

**46. PLANS AND SPECIFICATIONS.**

46.1 The Unified Government will upload plans and specifications to an e-plan room where Contractor may purchase electronic files or prints.

**47. WORK ON RAILROAD AND HIGHWAY RIGHTS-OF-WAY.**

47.1 Installation of casing pipe, pipelines, and appurtenances along or across railroad and highway rights-of-way, shall be made in strict accordance with the instructions and regulations of the respective railroad company, the Kansas Department of Transportation, and the Kansas Turnpike Authority. The cost of railroad, Kansas Department of Transportation, or Kansas Turnpike Authority inspectors and flagmen shall be borne by the Contractor. Performance Bonds and special insurance coverage required by the railroad, the Kansas Department of Transportation, and/or the Kansas Turnpike Authority shall be furnished by the Contractor at no additional cost to the Unified Government.

**48. RECORD CONTRACT DOCUMENTS.**

48.1 The Contractor shall maintain one record copy of all Contract Documents at the site, in good order and annotated to show all changes made during the Work, including the location, size, and type of exposed improvements and the limits of incompressible soils (rock, shale, etc.). These records shall be available to the Engineer/Architect during progress of the Work and shall be delivered to the Engineer/Architect upon completion of the Project.

**49. HISTORICAL OR ARCHAEOLOGICAL DEPOSITS.**

49.1 If during the course of construction evidence of deposits of historical or archaeological interest is found, the Contractor shall cease operations affecting the find and shall notify the Unified Government who shall notify the Executive Director, Kansas Historical Society. No further disturbance of the deposits shall ensue until the Contractor has been notified by the Unified Government that s/he may proceed. The Unified Government will issue a Notice to Proceed only after the State official has surveyed the find and made a determination of value and effect and submitted such determination to the Unified Government. Compensation to the Contractor, if any, for lost time or changes in construction to avoid the find shall be determined in accordance with the Price Adjustment Section. (Section 14 of General Conditions.)

**50. FORTY (40) HOUR WEEK PROVISION.**

50.1 Laborers, workmen or mechanics in the employ of the Contractor, Subcontractors or other persons doing or contracting to do the whole or a part of the work contemplated and described in these contract documents shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in any workweek. The basic rate of pay shall not be less than the prevailing rate per hour, as provided elsewhere in these general conditions. A violation of this condition shall be a violation of that section of the Code Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, that pertains to a forty (40) hour work week and shall be dealt with as provided for therein.

**51. INTEREST PAYABLE ON CLAIMS.**

51.1 Pursuant to Section 29-480 (Interest) of the Procurement Code, interest on amounts ultimately determined to be due to the Contractor shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decisions or judgment, whichever is later.

**52. MULTIPLE AWARDS.**

52.1 The Unified Government reserves the right to make multiple awards when circumstances so require. Further, subsequent to award, the Unified Government reserves the right to take separate bids if particular quantity requirements arise which exceed its normal requirement or amount specified in the Contract Documents, or if the Procurement Officer determines that quantities available under the Contract Documents will not meet a non-recurring special need of the Unified Government. The Unified Government also reserves the right to procure internally.

**53. INACCURATE PRICING DATA.**

53.1 These Contract Documents may require submission by the Contractor of current cost or pricing data in accordance with Section 29-200 of the Procurement Code. Such data will be required to be certified by the Contractor. Should the data certified by the Contractor subsequently found to have been inaccurate, incomplete, or noncurrent, the Unified Government shall be entitled to an adjustment of the Contract Price, to exclude any significant sum by which the price was decreased because of the defective data. The price adjustment shall be done in accordance with Section 14 of these General Conditions.

**54. PREVAILING WAGE RATE.**

54.1 All construction projects in excess of $15,000 shall be subject to the following provisions:

a. The Contractor and Subcontractors shall define the jobs of workmen, laborers, and craftsmen engaged in construction activities on this project by classifications listed in the United States Department of Labor General Wage Decision for Wyandotte County, Kansas. The Contractor and Subcontractors shall pay employees performing work on the job site at a rate not less than the current prevailing per diem wage rate applicable to each job classification, except as modified in 54.1 (b).

b. Apprentices and trainees registered in training programs approved by the Department of Labor, may be paid less, but not less than seventy percent (70%) of the applicable rate. Training certificate must accompany the weekly payroll reports.

c. Contractor shall submit weekly reports evidencing compliance. Each report shall be submitted no more than seven (7) days after the pay date which it documents; the reports shall be on a form approved by the Unified Government. No payments will be made unless weekly reports are current and approved by the Unified Government Construction Compliance Officer.

d. Unified Government Construction Compliance Officer will be contacting and interviewing all employees on the job site to assure compliance.

54.2 The prevailing per diem wage rate is the required wages and fringe benefits on federal and federally assisted construction projects as determined by the United State Department of Labor in the General Wage Decision for Wyandotte County, Kansas which is current and effective ten days prior to the bid date. Bidders may rely on the wage decision or modification distributed at the pre-bid conference.

**55. REMOVAL OF EMPLOYEES.**

55.1 All Work under these Contract Documents shall be performed in a skillful and workmanlike manner. The Engineer/Architect may, in writing, require Contractor to remove from the Work any employee or supervisory personnel the Engineer/Architect deems incompetent or otherwise objectionable.

**56.** CASH BASIS LAW.

56.1. This Contract is subject to the Kansas Cash Basis Law, K.S.A. 10-11-1 et seq. and amendments thereto. Any automatic renewal of the terms of the Contract shall create no legal obligation on the part of the Unified Government. This Contract shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Contract, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Contract as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

**57.** PAYMENT OF TAXES.

57.1. The Unified Government shall not be responsible for, nor indemnify Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract. If applicable, the Contractor shall pay the Unified Government occupation tax prior to execution of the Contract.

**58.** COMPLIANCE WITH LAW.

58.1. Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Contract, regardless of whether those legal requirements are specifically referenced in this Agreement.

**59.** INDEPENDENT CONTRACTOR RELATION.

59.1. The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Contract. Nothing in this Contract shall create any right or remedies in any third party. The parties agree that no persons supplied by Contractor are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to Contractor.

**60. NONDISCRIMINATION IN EMPLOYMENT.** PROVISIONS MANDATED BY LOCAL, STATE AND FEDERAL GOVERNMENTS.

During the Performance of this contract, the Contractor agrees as follows:

60.1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, sexual orientation, gender identity, national origin or ancestry. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, disability, sexual orientation, gender identity, national origin or ancestry. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising: layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this non-discrimination clause.

60.2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, sexual orientation, gender identity, national origin or ancestry.

60.3. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor. Such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

60.4. The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

60.5. If the Contractor shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breech of the Agreement and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contract for a period of up to one year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

60.6. The Contractor shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment section of this contract and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS § 2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS §§ 2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS § 3601 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, and amendments thereto); the Kansas Acts Against Discrimination (KSA § 44-1001 et seq., and amendments thereto); Article XI of the Unified Government Procurement Code and Regulations, and amendments thereto; and Sections 18-137 through 18-139 of the Unified Government Code of Ordinances, and amendments thereto. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or an individual designated by the Unified Government for such purpose.

60.7. The Contractor and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made part of this Agreement.

60.8. The Contractor will be required to conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Agreement.

**61. AUTHORITY TO CONTRACT.**

61.1. The Contractor represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Contract, that its undersigned representative is duly authorized to execute this document of its behalf, that it agrees to be bound by all the provisions of this Contract, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Contract.

**62. REPRESENTATIONS.**

The Contractor makes the following representations:

62.1. The price submitted is independently arrived at without collusion.

62.2. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas.

62.3. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §29-635 (Gratuities and Kickbacks) of the Procurement Code.

62.4. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

**63. WAIVER OF BREACH.**

63.1. The waiver by either party of a breach of any provision of this Contract will not operate or be construed as a waiver of any subsequent breach by such party.

**64. SEVERABILITY.**

64.1. If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.

**65. DISCLAIMER OF LIABILITY.**

65.1. The Unified Government expressly disclaims any provision or duty to indemnify the Contractor or to hold the Contractor harmless. Further, the Unified Government expressly disclaims any provision, request, or assertion to pay any other party's attorneys' fees, regardless of the circumstances.

**66. NO LIMIT OF LIABILITY.**

66.1. Nothing in this Contract shall be construed to limit the Contractor's liability to the Unified Government as such liability may exist by or under operation of law.

**67. OWNERSHIP OF MATERIALS.**

67.1. All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Contractor in connection with the work pursuant to this Contract, shall be in the Unified Government.

**68. AVAIABILITY OF RECORDS AND AUDIT.**

68.1. The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Contract (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Contract. The Contractor agrees to make available at the offices of the Unified Government at all times during the period set forth in the Contract Documents any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the Contractor shall preserve and make available to persons designated by the Unified Government its records for a period of three years from the date of final payment under the Contract or until all audit questions have been resolved, whichever period of time is longer.

**69. GOVERNING LAW**.

69.1. The Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Kansas applicable to contracts made and to be performed wholly within Kansas, without regard to choice or conflict of laws rules. The parties hereto submit to the exclusive jurisdiction of and venue in the state courts located in Wyandotte County, Kansas, or the U.S. District Court, District of Kansas, for purposes of any suit arising hereunder instituted by any party.

**70. COUNTERPARTS.**

70.1. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Electronic and digital format signatures (e.g., .JPG, .PDF) shall be considered as original signatures. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**71. CONTRACT MODIFICATIONS / REVISIONS TO STANDARD GENERAL CONDITIONS.**

71.1. This Agreement may be modified, amended, or supplemented only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.

71.2. Modifications to these General Conditions, if any, are made in the Supplemental Conditions. The Supplemental Conditions may contain additional conditions that are not modifications of a General Condition.

71.3. The Unified Government expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically references said content or attempts to incorporate it into any quote, sales agreement, or other communication, including but not limited to terms and conditions associated with setting up or logging into an online account or portal.

**72. ENTIRE AGREEMENT.**

72.1. **T**he Contract Documents set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in the Contract Documents. This Contract is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.

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## EXHIBIT A – UNIFIED GOVERNMENT COST PRINCIPLES

**Section 101.01 – Applicability of Cost Principles.**

(1) Application.

(a) The cost principles and procedures contained in this Exhibit shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs, provided that any deviation from these cost principles may be made as provided in Section 101.10, Authority to Deviate from Cost Principles, below.

(b) The cost principles and procedures set forth in this Exhibit may be used as guidance in:

(i) the establishment of contract cost estimates and prices under contracts awarded on the basis on competitive sealed proposals where the award may not be based on adequate price competition; sole source procurement; competitive selection procedures; and architect, engineer, real estate appraisal, and land surveying services;

(ii) the establishment of price adjustments for contract changes including contracts that have been let on the basis of competitive sealed bidding or otherwise based on adequate price competition;

(iii) the pricing of termination for convenience settlements; and

(iv) any other situation in which cost analysis is used. Cost analysis is the evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

(2) Limitation. These cost principles regulations are not applicable to:

(a) the establishment of prices under contracts awarded on the basis of competitive sealed bidding or otherwise based on adequate price

competition rather than the analysis of individual, specified cost elements, except that this Exhibit does apply to the establishment of adjustments of price for changes made to such contracts;

(b) prices which are fixed by law or regulation; and

(c) prices which are based on established catalogue prices as defined in Section 29-1 of the Unified Government Procurement Code or established market prices.

**Section 101.02 – Allowable Costs.**

(1) General. Any contract cost proposed for estimating purposes or invoiced for cost-reimbursement purposes shall be allowable to the extent provided in the contract and, if inconsistent with these cost principles, approved as a deviation under Section 101.10, Authority to Deviate from Cost Principles, below. The contract shall provide that the total allowable cost of a contract is the sum of the allowable direct costs actually incurred in the performance of the contract in accordance with its terms, plus the properly allocable portion of the allowable indirect costs, less any applicable credits (such as discounts, rebates, refunds, and property disposal income).

(2) Accounting Consistency. All costs shall be accounted for in accordance with generally accepted accounting principles and in a manner that is consistent with the contractor's usual accounting practices in charging costs to its other activities. In pricing a proposal, a contractor shall estimate costs in a manner consistent with its cost accounting practices used in accumulating and reporting costs.

(3) When Allowable. The contract shall provide that costs shall be allowed to the extent they are:

(a) reasonable, as defined in Section 101.03, Reasonable Costs, below;

(b) allocable, as defined in Section 101.04, Allocable Costs, below;

(c) lawful under any applicable law;

(d) not unallowable under Section 101.05, Treatment of Specific Costs, or Section 101.06, Costs Requiring Prior Approval to Be Allowable as Direct Costs, below; and

(e) in the case of costs invoiced for reimbursement, actually incurred or

accrued and accounted for in accordance with generally accepted accounting principles.

**Section 101.03 – Reasonable Costs.**

Any cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by an ordinarily prudent person in the conduct of competitive business in that industry. In determining the reasonableness of a given cost, consideration shall be given to:

(a) requirements, imposed by the contract terms and conditions;

(b) whether the cost is of a type generally recognized as ordinary and necessary for the conduct of the contractor's business or the performance of the contract;

(c) the restraints inherent in, and the requirements imposed by, such factors as generally accepted sound business practices, arms' length bargaining, and federal and State laws and regulations;

(d) the action that a prudent business manager would take under the circumstances, including general public policy and considering responsibilities to the owners of the business, employees, customers, and the Unified Government;

(e) significant deviations from the contractor's established practices which may unjustifiably increase the contract costs; and

(f) any other relevant circumstances.

**Section 101.04 – Allocable Costs.**

(1) General. A cost is allocable if it is assignable or chargeable to one or more cost objectives in accordance with relative benefits received and if it:

(a) is incurred specifically for the contract;

(b) benefits both the contract and other work, and can be distributed to both in reasonable proportion to the benefits received; or

(c) is necessary to the overall operation of the business, although a direct relationship to any particular cost objective may not be evident.

(2) Allocation Consistency. Costs are allocable as direct or indirect costs. Similar costs (those incurred for the same purpose, in like circumstances) shall be treated consistently either as direct costs or indirect costs except as provided by these regulations. When a cost is treated as a direct cost in respect to one cost objective, it and all similar costs shall be treated as a direct cost for all cost objectives. Further, all costs similar to those included in any indirect cost pool shall be treated as indirect costs. All distributions to cost objectives from a cost pool shall be on the same basis.

(3) Direct Costs. A direct cost is any cost which can be identified specifically with a particular final cost objective. A direct cost shall be allocated only to its specific cost objective. To be allowable, a direct cost must be incurred in accordance with the terms of the contract.

(4) Indirect Costs.

(a) An indirect cost is one identified with no specific final cost objective or with more than one final cost objective. Indirect costs are those remaining to be allocated to the several final cost objectives after direct costs have been determined and charged directly to the contract or other work as appropriate. Any direct costs of minor dollar amount may be treated as indirect costs, provided that such treatment produces substantially the same results as treating the cost as a direct cost.

(b) Indirect costs shall be accumulated into logical cost groups (or pools), with consideration of the reasons for incurring the costs. Each group should be distributed to cost objectives benefiting from the costs in the group. Each indirect cost group shall be distributed to the cost objectives substantially in proportion to the benefits received by the cost objectives. The number and composition of the groups and the method of distribution should not unduly complicate indirect cost allocation where substantially the same results could be achieved through less precise methods.

(c) The contractor's method of distribution may require examination when:

(i) any substantial difference exists between the cost patterns of the work performed under the contract and the contractor's other work;

(ii) any significant change occurs in the nature of the business, the extent of subcontracting, fixed asset improvement programs, inventories, the volume of sales and production, manufacturing processes, the contractor's products, or other relevant circumstances; or

(iii) indirect cost groups developed for a contractor's primary location are applied to off-site locations. Separate cost groups for costs allocable to off-site locations may be necessary to distribute the contractor's costs on the basis of the benefits accruing to the appropriate cost objectives.

(d) The base period for indirect cost allocation is the one in which such costs are incurred and accumulated for distribution to work performed in that period. Normally, the base period is the contractor's fiscal year. A different base period may be appropriate under unusual circumstances. In such cases, an appropriate period should be agreed to in advance.

**Section 101.05 – Treatment of Specific Costs.**

(1) Advertising.

(a) Advertising costs are those incurred in using any advertising media when the advertiser has control over the form and content of what will appear, the media in which it will appear, or when it will appear. Advertising media include newspapers, magazines, radio, television, direct mail, trade papers, billboards, window displays, conventions, exhibits, free samples, and the like. All advertising costs except those set forth in Subsection (1)(b) of this Section are unallowable.

(b) The only allowable advertising costs are those for:

(i) the recruitment of personnel;

(ii) the procurement of scarce items;

(iii) the disposal or scrap or surplus materials; and

(iv) the listing of a business's name and location in a classified directory.

COMMENTARY:

Advertising costs are unallowable because government sales are generated by soliciting specific offers for specific requirements - the Unified Government is not subject to impulse buying - and the advertising costs other than for those purposes set forth in Subsection (1)(b) are not allocable to Unified Government contracts.

(2) Bad Debts. Bad debts include losses arising from uncollectible accounts and other claims, such as dishonored checks, uncollected employee advances, and related collection and legal costs. All bad debt costs are unallowable.

COMMENTARY:

Bad debts are unallowable because these costs are not allocable to government contracts. When the nature of the work performed under a cost-reimbursement type contract requires the contractor to deal with third parties in a way which may generate bad debts, a deviation from this Subsection may be appropriate.

(3) Contingencies.

(a) Contingency costs are contributions to a reserve account for unforeseen costs. Such contingency costs are unallowable except as provided in Subsection (3)(b) of this Section.

(b) For the purpose of establishing a contract cost estimate or price in advance of performance of the contract, recognition of uncertainties within a reasonably anticipated range of costs may be required and is not prohibited by this Subsection. However, where contract clauses are present which serve to remove risks from the contractor, there shall not be included in the contract price a contingency factor for such risks. Further, contributions to a reserve for self-insurance in lieu of, and not in excess of, commercially available liability insurance premiums are allowable as an indirect charge.

COMMENTARY:

Contingency costs are unallowable because they are speculative in nature and represent a

mere risk rather than an actual incurred cost. Realistic risks are recognized properly in both the selection of the type of contract used and the amount of profit or fee paid, but are not considered to be a cost for the purpose of cost-reimbursement. In estimating future costs, reasonable amounts may be recognized as necessary to cover realistic foreseeable uncertainties, such as inflation and spoilage. However, unsupported general contingencies are not allowable.

(4) Depreciation and Use Allowances.

(a) Depreciation and use allowances, that is, the allowance made for fully depreciated assets, are allowable to compensate contractors for the use of buildings, capital improvements, and equipment or for the provision of such facilities on a standby basis for subsequent use when such facilities are temporarily idle because of suspensions or delays not caused by the contractor, not reasonably foreseeable, and not otherwise avoidable when the contract was awarded. Depreciation is a method of allocating the acquisition cost of an asset to periods of its useful life. Useful life refers to the asset's period of economic usefulness in the particular contractor's operation as distinguished from its physical life. Use allowances provide compensation in lieu of depreciation or other equivalent costs. Consequently, these two methods may not be combined to compensate contractors for the use of any one type of property.

(b) The computation of depreciation or use allowance shall be based on acquisition costs. When the acquisition costs are unknown, reasonable estimates may be used.

(c) Depreciation shall be computed using any generally accepted method, provided that the method is consistently applied and results in equitable charges considering the use of the property. The straight-line method of depreciation is preferred unless the circumstances warrant some other method. However, the Unified Government will accept any method which is accepted by the Internal Revenue Service.

(d) In order to compensate the contractor for use of depreciated, contractor-owned property which has been fully depreciated on the contractor's books and records and is being used in the performance of a contract, use allowances may be allowed as a cost of that contract. Use allowances are allowable, provided that they are computed in accordance with an established industry or government schedule or

other method mutually agreed upon by the parties. If a schedule is not used, factors to consider in establishing the allowance are the original cost, remaining estimated useful life, the reasonable fair market value, and the effect of any increased maintenance or decreased efficiency.

COMMENTARY:

When it is economical for contractors to continue using fully depreciated property and equipment, they should be encouraged to do so. Failure to allow contractors to charge Unified Government contracts with costs for the use of such property and equipment could serve to encourage wasteful scrapping and disposal and the incurrence of administrative and rental costs in excess of the otherwise allowable use allowance.

(5) Entertainment.

(a) Entertainment costs include costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodging, transportation, and gratuities. Entertainment costs are unallowable.

(b) Nothing herein shall make unallowable a legitimate expense for employee morale, health, welfare, food service, or lodging costs; except that, where a net profit is generated by such services, it shall be treated as a credit as provided in Section 101.07, Applicable Credits, below. This Section shall not make unallowable costs incurred for meetings or conferences, including, but not limited to, costs of food, rental facilities, and transportation where the primary purpose of incurring such cost is the dissemination of technical information or the stimulation of production.

COMMENTARY:

Entertainment costs are not allocable to Unified Government contracts, and thus are unallowable because:

(a) like advertising, they are not necessary to obtain Unified Government contracts;

(b) like contributions and donations, entertainment costs would constitute an improper disposition of tax revenues;

(c) acceptance of entertainment from a contractor by a Unified Government employee may be unethical and might constitute an apparent conflict of interest under Article XII of the Unified Government Procurement Code, Ethics in Public Contracting;

and

(d) from a public policy point of view, it would be unacceptable to use Unified Government money to pay for a contractor's entertainment or gifts. Reasonable costs of business conferences and activities designed to maintain employee morale are not considered entertainment costs within the meaning of this Subsection.

(6) Fines and Penalties. Fines and penalties include all costs incurred as the result of violations of, or failure to comply with, federal, State, and local laws and regulations. Fines and penalties are unallowable costs unless incurred as a direct result of compliance with specific provisions of the contract or written instructions of the Procurement Officer. To the extent that worker's compensation is considered by State law to constitute a fine or penalty, it shall not be an unallowable cost under this Subsection.

COMMENTARY:

Fines and penalties are unallowable because incurrence of the costs is not a reasonably necessary cost of doing business. Furthermore, allowing these costs would be contrary to good public policy.

(7) Gifts, Contributions, and Donations. A gift is property transferred to another person without the other person providing return consideration of equivalent value. Reasonable costs for employee morale, health, welfare, food services, or lodging are not gifts and are allowable. Contributions and donations are property transferred to a nonprofit institution which are not transferred in exchange for supplies or services of equivalent fair market value rendered by a nonprofit institution. Gifts, contributions, and donations are unallowable.

COMMENTARY:

Contributions and donations are unallowable because allowing these costs would amount to an improper disposition of tax revenues by making a payment from the Unified Government treasury to an institution or activity selected by a single private taxpayer, without the consent of the taxpaying public or its elected representatives. Therefore, allowing these costs would be contrary to good public policy. An exception is provided for the bona fide purchase of supplies or services rendered by nonprofit, volunteer organizations.

(8) Interest Costs.

(a) Interest is generally an unallowable cost for purposes of determining the original contract price. Compensation for any interest expense incurred in connection with work originally contemplated under the contract will be deemed to be included in the fee or profit negotiated on the contract.

(b) Imputed interest on a contractor's expenditures made to pay allowable costs which are allocable to the performance of work required by change orders, suspension of work, or other acts of the Unified Government requiring additional work over and above that required by the original contract (hereinafter called "Additional Work") shall be an allowable cost. Imputed interest is an allowable cost in relation to such Additional Work in a negotiated settlement, if one can be agreed upon or to the extent that it is determined administratively or judicially that the Unified Government is liable for such Additional Work. Such imputed interest shall be computed on expenditures from the date or dates on which the contractor made expenditures for the performance of such Additional Work until the date of payment therefor by the Unified Government. The rate of interest shall be the prevailing prime rate charged by banks in this Unified Government as determined by the Unified Government Auditor, at the time or times the contractor made such expenditures for Additional Work. Imputed interest on the costs of Additional Work shall not be allowable to the extent that it is otherwise recovered as profit, fee, or as interest on contractor claims pursuant to Section 29-480, Interest, of the Unified Government Procurement Code.

COMMENTARY:

(1) Interest cost is unallowable because dividends are unallowable. The payment of both interest and dividends is necessary to raise capital to finance contract performance (dividends for equity capital; interest for borrowed capital). Dividends are properly considered a distribution of profit and thus are not allowed as charges against contracts. To allow interest but not dividends would be an unfair bias in favor of borrowed capital over equity capital. Thus fairness dictates that interest not be allowed as costs charged against contracts. However, both interest and dividends are deemed to be included in the fee or profit negotiated on the contract.

(2) However, when the contractor is directed to perform additional work over and above that required by the original contract, and for which the Unified Government is liable, the costs of financing such additional work should be reimbursed. Thus Subsection (8)(b) provides for the recognition of imputed interest on expenditures for allowable costs allocable to the performance of such additional work. If provision for such expenditures is made in a settlement, imputed interest should be included. In addition, if the liability of the Unified Government for such work is established administratively or judicially, imputed interest on such expenditures is an allowable cost. Such an allowance recognizes the real cost of financing such additional work without differentiating unfairly between borrowed and equity capital. It should also be noted that by limiting the base to which imputed interest is applied to expenditures for allowable costs allocable to additional work, the computation of such interest is not unduly complicated. In addition, imputed interest should not be recovered to the extent it is otherwise recovered as profit or fee.

(9) Losses Incurred Under Other Contracts. A loss is the excess of costs over income earned under a particular contract. Losses may include both direct and indirect costs. A loss incurred under one contract may not be charged to any other contract.

COMMENTARY:

Losses incurred on other contracts or jobs of any nature are unallowable because each contract is a separate agreement and the allowable costs must stand by themselves on their own merits as reasonable, necessary, and allocable to the performance of each contract.

(10) Material Costs.

(a) Material costs are the costs of all supplies, including raw materials, parts, and components (whether acquired by purchase from an outside source or acquired by transfer from any division, subsidiary, or affiliate under the common control of the contractor), which are acquired in order to perform the contract. Material costs are allowable, subject to Subsection (10)(b) and Subsection (10)(c) of this Section. In determining material costs, consideration shall be given to reasonable spoilage, reasonable inventory losses, and reasonable overages.

(b) Material costs shall include adjustments for all available discounts, refunds, rebates, and allowances which the contractor reasonably should take under the circumstances, and for credits for proceeds the contractor received or reasonably should receive from salvage and material returned to suppliers.

(c) Allowance for all materials transferred from any division (including the division performing the contract), subsidiary, or affiliate under the common control of the contractor shall be made on the basis of costs incurred by the transferor (determined in accordance with this Exhibit), except the transfer may be made at the established price provided that the price of materials is not determined to be unreasonable by the Procurement Officer, the price is not higher than the transferor's current sales price to its most favored customer for a like quantity under similar payment and delivery conditions, and the price is established either:

(i) by the established catalogue price, as defined in as defined in Section 29-1 of the Unified Government Procurement Code; or

(ii) by the lowest price offer obtained as a result of competitive sealed bidding or competitive sealed proposals conducted with other businesses that normally produce the item in similar quantities.

(11) Taxes.

(a) Except as limited in Subsection (11)(b) of this Section, all allocable taxes which the contractor is required to pay and which are paid and accrued in accordance with generally accepted accounting principles are allowable.

(b) The following costs are unallowable:

(i) federal and State income taxes and federal excess profit taxes;

(ii) all taxes from which the contractor could have obtained an exemption, but failed to do so, except where the administrative cost of obtaining the exemption would have exceeded the tax savings realized from the exemption;

(iii) any interest, fines, or penalties paid on delinquent taxes unless incurred at

the written direction of the Procurement Officer; and

(iv) income tax accruals designed to account for the tax effects of differences between taxable income and pretax income as reflected by the contractor's books of account and financial statements.

(c) Any refund of taxes which were allowed as a direct cost under the contract shall be credited to the contract. Any refund of taxes which were allowed as an indirect cost under a contract shall be credited to the indirect cost group applicable to any contracts being priced or costs being reimbursed during the period in which the refund is made.

(d) Direct government charges for services, such as water, or capital improvements, such as sidewalks, are not considered taxes and are allowable costs.

COMMENTARY:

Income taxes are levied on taxable income, which is total income less costs. As such, income taxes are considered to be a distribution of profit and are not allowable as a cost. To allow income taxes as a cost would have the inequitable result of paying higher prices to highly profitable contractors and lower prices to contractors who make little or no profit - and higher prices to a single contractor in a highly profitable year and lower prices in an unprofitable year. Further, the higher prices paid by treating income taxes as an allowable cost would result in higher income and higher income taxes, which in turn would generate higher allowable costs and give rise to still higher prices, and so on to infinity; thus, treating income taxes as an allowable cost simply is impracticable.

**Section 101.06 – Costs Requiring Prior Approval to be Allowable as Direct Costs.**

(1) General. The costs described in Subsections (2) through (5) of this Section are allowable as direct costs to cost-reimbursement type contracts to the extent that they have been approved in advance by the Procurement Officer. In other situations, the allowability of these costs shall be determined in accordance with general standards set out in these cost principles.

COMMENTARY:

Some discretionary expenditures, incurred without the benefit of competitive pressure under cost-reimbursement type contracts, can give rise to very serious and difficult questions of

reasonableness and allocability. Thus specific advance approval by the Procurement Officer is required in order for these costs to be allowed.

(2) Pre-Contract Costs. Pre-contract costs are those incurred in anticipation of and prior to, the effective date of the contract. Such costs are allowable to the extent that they would have been allowable if incurred after the date of the contract; provided that, in the case of a cost-reimbursement type contract a special provision must be inserted in the contract setting forth the period of time and maximum amount of cost which will be covered as allowable pre-contract costs.

COMMENTARY:

Normally, only costs incurred under a cost-reimbursement contract for actions taken within the contract period are allowable. Costs incurred for actions prior to or after the period covered by the contract may be considered to be legally not allocable to the contract. In order to extend the contract period to cover actions taken prior to the date of contract execution, a special provision setting forth the limits of this extension is required.

(3) Bid and Proposal Costs. Bid and proposal costs are the costs incurred in preparing, submitting, and supporting bids and proposals. Reasonable ordinary bid and proposal costs are allowable as indirect costs in accordance with these cost principles regulations. Bid and proposal costs are allowable as direct costs only to the extent that they are specifically permitted by a provision of the contract or solicitation document. Where bid and proposal costs are allowable as direct costs, to avoid double accounting, the same bid and proposal costs shall not be charged as indirect costs.

COMMENTARY:

When bids and proposals are used for market development purposes, the cost of preparing these bids and proposals are closely related to advertising costs.

(4) Insurance.

(a) Ordinary and necessary insurance costs are normally allowable as indirect costs. Direct insurance costs are the cost of obtaining insurance in connection with performance of the contract or contributions to a reserve account for the purpose of self-insurance. Self-insurance contributions are allowable only to the extent of the cost to the contractor to obtain similar insurance.

(b) Insurance costs may be approved as a direct cost only if the insurance is specifically required for the performance of the contract.

(c) Actual losses which should reasonably have been covered by permissible insurance or were expressly covered by self-insurance are unallowable unless the parties expressly agree otherwise in the terms of the contract.

(5) Litigation Costs. Litigation costs include all filing fees, legal fees, expert witness fees, and all other costs involved in litigating claims in court or before an administrative board. Litigation costs incident to the contract are allowable as indirect costs in accordance with these cost principles regulations except that costs incurred in litigation by or against the Unified Government are unallowable.

COMMENTARY:

Costs of litigating claims generally are unallowable because they are properly allocable to the claim and not to the performance of the contract. Further, allowing costs incurred in the litigation of unsuccessful claims would encourage needless litigation, which is contrary to public policy. These costs may be awarded to successful claimants only at the discretion of the court or the administrative board which hears the claim. This does not preclude the allowance of reasonable indirect costs for legal counsel, incurred on a regular basis whether provided by employees or outside counsel.

**Section 101.07 – Applicable Credits.**

(1) Definitions and Examples. Applicable credits are receipts or price reductions which offset or reduce expenditures allocable to contracts as direct or indirect costs. Examples include purchase discounts, rebates, allowances, recoveries or indemnification for losses, sale of scrap and surplus equipment and materials, adjustments for overpayments or erroneous charges, and income from employee recreational or incidental services and food sales.

(2) Reducing Costs. Credits shall be applied to reduce related direct or indirect costs.

(3) Refund. The Unified Government shall be entitled to a cash refund if the related expenditures have been paid to the contractor under a cost-reimbursement type contract.

**Section 101.08 – Advance Agreements.**

(1) Purpose. Both the Unified Government and the contractor should seek to avoid disputes

and litigation arising from potential problems by providing in the terms of the solicitation and the contract the treatment to be accorded special or unusual costs which are expected to be incurred.

(2) Form Required. Advance agreements may be negotiated either before or after contract award, depending upon when the parties realize the cost may be incurred, but shall be negotiated before a significant portion of the cost covered by the agreement has been incurred. Advance agreements shall be in writing, executed by both contracting parties, and incorporated in the contract.

(3) Limitation on Costs Covered. An advance agreement shall not provide for any treatment of costs inconsistent with these cost principles regulations unless a determination has been made pursuant to Section 101.10, Authority to Deviate from Cost Principles, below.

**Section 101.09 – Use of Federal Cost Principles.**

(1) Cost Negotiations. In dealing with contractors operating according to federal costs principles, such as Defense Acquisition Regulations, Section 15, or Federal Procurement Regulations, Part 1-15, the Procurement Officer, after notifying the contractor, may use the federal cost principles as guidance in contract negotiations, subject to Subsection (2) of this Section.

(2) Incorporation of Federal Cost Principles; Conflicts Between Federal Principles and this Exhibit. All requirements set forth in federal assistance instruments applicable to contracts let by the Unified Government under a federal assistance program must be satisfied. Therefore, to the extent that the cost principles which are specified in the assistance instrument conflict with the cost principles herein contained, the former shall control.

**Section 101.10 – Authority to Deviate from Cost Principles.**

(1) When the best interest of the Unified Government would be served by a deviation, the Procurement Officer may deviate from the cost principles set forth in these regulations; provided that a written determination shall be made by such officer specifying the reasons for the deviation. A copy of such determination shall be filed promptly with the Purchasing Director and such determination shall be effective only upon approval by the Purchasing Director and upon incorporation into the contract. However, all costs must be reasonable, lawful, allocable, and accounted for in accordance with generally accepted accounting principles to be reimbursed, and a deviation shall not contravene this principle.

# SUPPLEMENTAL GENERAL CONDITIONS

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**
**ENGINEERING DIVISION**
**SUPPLEMENTAL GENERAL CONDITIONS**

These Supplemental General Conditions amend or supplement the General Conditions. All provisions which are not so amended or supplemented remain in full force and effect.

A. Pertaining to section 25, Payments for Work Performed in Accordance with the Contract Documents, append Paragraph 25.1 with the following.

> "Each partial payment estimate, invoice, and supporting documentation shall comply with the invoicing and documentation requirements set forth in Exhibit B – Contractor Invoice Requirements, which is incorporated into the Contract Documents by reference."

B. Pertaining to section 32, Subcontracting, of the General Conditions, replace "shall not" in Paragraph 32.2 with "may." This applies only to the Facility Repairs Agreement.

C. Pertaining to section 54, Prevailing Wage Rate, of the General Conditions, add the following new paragraph immediately after paragraph 54.2:

> "In conformance with state law, HB No. 2069, prevailing wage rates are part of this solicitation and shall be incorporated into any resulting contract."

D. Pertaining to section 55, Removal of Employees, of the General Conditions, add the following new paragraphs immediately after paragraph 55.1:

"55.2 All workers directly involved in construction on site must have completed a ten-hour OSHA training course provided by an OSHA-authorized provider. Contractors and subcontractors are responsible for verifying that all construction personnel on site meet this requirement.

"55.3 Contractors and subcontractors must have a drug and alcohol abuse prevention policy designed to ensure that no person performing construction work does so under the influence of alcohol and drugs."

# EXHIBIT B – INVOICING AND SUPPORTING DOCUMENTATION

Invoices and Applications for Payment shall be submitted and processed in accordance with Section 25 of the General Conditions. The requirements of this Section are supplemental to the requirements of Section 25 and establish the minimum information and supporting documentation that shall accompany each invoice or Application for Payment.

The Contractor shall provide sufficient detail for the Unified Government to identify the Work performed, the asset or facility associated with the Work, the applicable Work Order or other authorization, and the labor, materials, equipment, and subcontracted services for which payment is requested.

1.1 General Invoice Requirements

Each invoice shall include, at a minimum, the following information, as applicable:

a. Contractor name and invoice number.
b. Contract number and applicable Purchase Order number.
c. Billing period.
d. Date or dates the Work was performed.
e. Unified Government Purchase Order number.
f. Unified Government Asset ID (or asset description and facility or location if ID is unavailable) for each asset on which Work was performed.
g. Classification of Work, including, as applicable:
    Inspection;
    Preventive Maintenance;
    Corrective Maintenance;
    Facility Repair; or
    Other authorized Work.
h. A description of the Work performed sufficient to identify the services provided and the condition, deficiency, failure, or other circumstances requiring the Work.
i. Itemized labor charges in accordance with this Exhibit.
j. Itemized material and parts charges in accordance with this Exhibit.
k. Itemized equipment charges, when separately billable under the Contract Documents.
l. Itemized subcontractor charges, when applicable.
m. Any applicable markups permitted by the Contract Documents, separately identified from the underlying cost.
n. Such additional information and supporting documentation required by the Contract Documents or reasonably requested by the Unified Government or Engineer/Architect to verify the Work performed and amounts invoiced.

1.2 Labor Documentation

Labor charges shall be itemized by Work Order and Asset ID and shall include, at a minimum:

a. Labor classification.
b. Number of hours worked.
c. Applicable Contract labor rate.
d. Total Cost of Labor
e. Description of the Work performed.

Where approval is required for overtime, emergency work, additional personnel, or other labor outside the normal scope of Work, documentation of such approval shall accompany the invoice.

1.3 Materials and Parts Documentation

Materials and parts for which separate payment is requested shall be itemized by Work Order and Asset ID and shall include, at a minimum:

a. Description of the material or part.
b. Contractor's actual cost, when reimbursement is based upon Contractor cost.
c. Any markup permitted by the Contract Documents, separately identified.
d. Total cost of materials and parts with markup.

Copies of supplier or manufacturer invoices, receipts, or other documentation of Contractor cost shall be provided.

1.4 Equipment and Subcontracted Services

When Contractor-owned equipment is separately billable, the invoice shall identify:

a. Type and description of equipment.
b. Number of billable hours or other applicable unit of measure.
c. Contract rate.
d. Any markup permitted by the Contract Documents, separately identified.
e. Total cost of equipment and subcontracted services with markup.

For subcontracted services, the Contractor shall identify the subcontractor, describe the services provided, and provide copies of the subcontractor's invoice or other supporting documentation.

1.5 Supporting Documentation and Incomplete Submittals

Supporting documentation required by this Section shall be submitted with the applicable invoice or Application for Payment and shall be organized in a manner that allows the Unified Government to readily associate the documentation with the applicable invoice line item, Work Order, and Asset ID.

An invoice or Application for Payment that does not contain the information or supporting documentation required by this Section may be considered incomplete and may be returned to the Contractor for correction and resubmittal in accordance with Section 25 of the General Conditions.

Nothing in this Section modifies the procedures, review periods, payment terms, retainage requirements, or other provisions governing Applications for Payment established by Section 25 of the General Conditions.

# FORMS

**LABOR AND MATERIAL**
**PAYMENT BOND**

*Note to Clerk of the District Court, Wyandotte County, Kansas:*
*Please enter date filed and furnish case number.*

Case No. _____

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WE,

_____
(Name of Contractor)

as Principal, and

_____
(Name of Surety Company)

a corporation duly organized under the laws of the State of _____, and authorized to do business in Kansas, as Surety, are held and firmly bound unto the State of Kansas, as Obligee hereinafter called State, for the use and benefit of claimants as hereinafter defined, in the amount of _____

_____

_____
Dollars ($ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20_, entered into a contract with Unified Government of Wyandotte County/Kansas City, Kansas, for

**Project Name: On-Call Wastewater, Stormwater, and Flood Management Facility Maintenance**
**Project I.D.: RFP R43262**

in accordance with drawings and specifications prepared by **Environmental Services Division,** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, if the said Principal or the sub-contractor or sub-contractors of said Principal shall pay all indebtedness incurred for supplies, materials, or labor furnished, or equipment used or consumed in connection with or in or about the construction or making of the above described improvements, this obligation shall be void; otherwise, it shall remain in full force and effect.

Signed and sealed this _____day of _____, 20___.

**CONTRACTOR:**

_____
**(Name of Contractor)**

**(Seal)**

**By** _____

_____
**(Name)**

_____
**(Title)**

_____
**(Witness)**

**SURETY:**

_____
**(Name of Surety)**

**(Seal)**

**By** _____

_____
**(Name)**

**Attorney in Fact**

_____
**(Witness)**

**Approved:**

_____
**(Assistant U.G. Attorney)**

# PERFORMANCE BOND

*Filing of this bond with the Clerk of the District Court is not a contract requirement*

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WE,

_____,
(Name of Contractor)

as Principal referred to herein as Contractor, and

_____
(Name of Surety Company)

a corporation duly organized under the laws of the State of _____, and authorized to do business in Kansas, as Surety, are held and firmly bound unto the Unified Government of Wyandotte County/Kansas City, Kansas, as Obligee, in the amount of _____

_____
Dollars ($ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20__, entered into a contract with the Unified Government of Wyandotte County/Kansas City, Kansas for

**Project Name: On-Call Wastewater, Stormwater, and Flood Management Facility Maintenance**
**Project I.D.: RFP R43262**

in accordance with drawings and specifications prepared by **Environmental Services Division**, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Unified Government and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever Contractor shall be, and is declared by Unified Government to be in default under the Contract, the Unified Government having performed Unified Government's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Unified Government and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the Unified Government, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completions arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean total amount payable by Unified Government to Contractor under the Contract and any amendments thereto, less the amount properly paid by Unified Government to Contractor. No right of action shall accrue on this bond to or for the us of any person or corporation other than the Unified Government or successors of the Unified Government.

Signed and sealed this _____day of _____, 20___

**CONTRACTOR:**

_____
**(Name of Contractor)**

**(Seal)**

**By** _____

_____
**(Name)**

_____
**(Title)**

_____
**(Witness)**

**Approved:**

_____
**(Assistant U.G. Attorney)**

**SURETY:**

_____
**(Name of Surety)**

**(Seal)**

**By** _____

_____
**(Name)**

**Attorney in Fact**

_____
**(Witness)**

# MAINTENANCE BOND

*Filing of this bond with the Clerk of the District Court is not a contract requirement*

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WE,

_____,
(Name of Contractor)

as Principal referred to herein as Contractor, and

_____
(Name of Surety Company)

a corporation duly organized under the laws of the State of _____, and authorized to do business in Kansas, as Surety, are held and firmly bound unto the Unified Government of Wyandotte County/Kansas City, Kansas, as Obligee, in the amount of _____

_____
Dollars ($ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20___, entered into a contract with the Unified Government of Wyandotte County/Kansas City, Kansas for

**Project Name: On-Call Wastewater, Stormwater, and Flood Management Facility Maintenance**
**Project I.D.: RFP R43262**

in accordance with drawings and specifications prepared by **Environmental Services Division**, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

Whereas, the Principal agrees to guarantee the work hereinabove described, including all materials and workmanship, for the period of three (3) year(s) beginning on the date the Obligee so accepts said work, said date being the formal acceptance date.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of said written agreement and other Contract Documents and shall protect the Obligee

against all damages, losses and expenses which may occur to Obligee, by reason of defective materials used, or by reason of defective workmanship done, for, and the construction of said work; and shall guarantee the above work for a period three (3) years from date of formal acceptance, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

Signed and sealed this _____day of _____, 20____

**CONTRACTOR:**

_____
**(Name of Contractor)**

**(Seal)**

**By** _____

_____
**(Name)**

_____
**(Title)**

_____
**(Witness)**

**SURETY:**

_____
**(Name of Surety)**

**(Seal)**

**By** _____

_____
**(Name)**

**Attorney in Fact**

_____
**(Witness)**

**Approved:**

_____
**(Assistant U.G. Attorney)**

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**
**APPOINTMENT OF PROCESS AGENT FORM**

---

_____, as CONTRACTOR, having entered into written agreement, dated _____, 20___, for construction of certain public work described as

**Project Name: On-Call Wastewater, Stormwater, and Flood Management Facility Maintenance**

**Project ID: RFP R43262**

does hereby appoint _____,

whose address is _____,

Kansas, as process agent, in compliance with the requisites of Section 16-113, General Statutes of Kansas as amended, 1980.

Duly executed this _____day of _____, 20___.

Contractor _____

By _____

Title _____

*Processing instructions:*

1. *A Contractor who is a corporation and is not incorporated in the State of Kansas shall execute this document.*
2. *Contractor shall file one copy of this document with the City's contracting agency.*
3. *Pursuant to paragraph 13 of the Instructions and Information to Bidders a contract will not be executed until this form is completed and filed.*

## FOREIGN CORPORATION RESIDENT AGENT DESIGNATION

Contractor is a corporation, and is not incorporated in the State of Kansas. Contractor must be authorized to do business in the State of Kansas in accordance with K.S.A. 17-7301. Contractor designates below a resident agent in the State of Kansas as required by K.S.A. 17-6202 and 17-7301, and as specified elsewhere herein.

Resident Agent

Name and Address _____

_____

_____

_____

_____

*Processing instructions:*

1. *A Contractor who is a corporation and is not incorporated in the State of Kansas shall execute this document.*

2. *Contractor shall file one copy of this document with the City's contracting agency.*

3. *Pursuant to paragraph 13 of the Instructions and Information to Bidders a contract will not be executed until this form is completed and filed.*

# Affidavit of Intended Utilization

***Processing Instructions: Successful bidder to submit this form within 10 days of award of contract. Use additional forms as necessary to list all Subcontractors proposed.***

Bidder known as_____hereby states his intent that on the _____project, Project # _____, Bidder intends to use the following subcontractors and suppliers for this project:

| | | |
|---|---|---|
| **Firm Name:** | **Address:** | |
| **Contact:** | **Phone:** | **Fax:** |
| **Trade:** | **LBE☐ MBE☐ WBE☐ *** | **Certifying Agency:*** |
| **Total value of subcontract, in dollars:$** | | **,as %:** |

| | | |
|---|---|---|
| **Firm Name:** | **Address:** | |
| **Contact:** | **Phone:** | **Fax:** |
| **Trade:** | **LBE☐ MBE☐ WBE☐*** | **Certifying Agency:*** |
| **Total value of subcontract, in dollars:$** | | **,as %:** |

| | | |
|---|---|---|
| **Firm Name:** | **Address:** | |
| **Contact:** | **Phone:** | **Fax:** |
| **Trade:** | **LBE☐ MBE☐ WBE☐*** | **Certifying Agency:*** |
| **Total value of subcontract, in dollars:$** | | **,as %:** |

| | | |
|---|---|---|
| **Firm Name:** | **Address:** | |
| **Contact:** | **Phone:** | **Fax:** |
| **Trade:** | **LBE☐ MBE☐ WBE☐*** | **Certifying Agency:*** |
| **Total value of subcontract, in dollars:$** | | **,as %:** |

| | | |
|---|---|---|
| **Firm Name:** | **Address:** | |
| **Contact:** | **Phone:** | **Fax:** |
| **Trade:** | **LBE☐ MBE☐ WBE☐*** | **Certifying Agency:*** |
| **Total value of subcontract, in dollars:$** | | **,as %:** |

***Project Goals: There are no L/M/WBE goals on this project. Checking the LBE/MBE/WBE box and identifying certifying agency, if applicable, is optional. Data gathered is for information purposes only and is not considered in the award of this contract.**

**Submitted By: _____**

**Date: _____**

## RELATIONS BETWEEN CONTRACTOR AND LABOR

The Contractor shall make a good faith effort to employ local labor within the Kansas City, Kansas Area insofar as it is available, for all work, except key positions. For purposes of this subparagraph, “local labor” is defined as resident of the Kansas City, Kansas Area for three (3) months next preceding the letting of this contract. “Key Position” is defined as superintendent, foreman, or timekeeper. If local labor is not available in sufficient quantities within the Kansas City, Kansas Area to prosecute and complete the work sufficiently, the Contractor may recruit labor from outside the area, only after he or she has satisfied the Engineer/Architect that a good faith attempt has been made to recruit local labor and only with the permission of the Engineer/Architect. It shall be understood that in the event of a reduction in labor force, preference will automatically be given to local residents of the Kansas City, Kansas area.

## COPELAND ANTI-KICKBACK ACT

The contractor and all subcontractors shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

# CORE4 TAX CLEARANCE PROCESS & CONTACT LIST

# Core4 Tax Clearance Process & Contact List

Tax Clearance Process: The vendor must sign the attached forms RD-C3 form for the City of Kansas City, Missouri and the Multi-Jurisdictional Core 4 Property Tax Clearance Certification and e-mail or fax to the numbers listed below. The vendor should receive a letter or notice from the City of Kansas City, Missouri Revenue Department that certifies that their taxes are current. (Sample letter attached) Next the vendor should fill out the attached Multi-Jurisdictional Core 4 form and e-mail or fax to Jackson County, Johnson County and the Unified Government of Wyandotte County. The vendor should receive three (3) responses from those entities that they are tax compliant. Those responses along with the letter from Kansas City, Missouri must be presented to the requesting County Purchasing Department PRIOR to issuing a Notice to Proceed document to the successful vendor.

Please allow 5-10 business days for processing of this form.

**Jackson County, MO**
Primary: Barbara Casamento, Purchasing Manager, Jackson County, MO
bcasamento@jacksongov.org, 816-881-3253

**Johnson County, KS**
Primary: Greg Baldwin, Deputy Treasurer, Johnson County, KS
taxinfo@jocogov.org, 913-715-2609

Back Up: TTV-TreasuryServices@jocogov.org

**Kansas City, MO**
Primary: Cassy Midgyett, Interim Administrator Supervisor, Kansas City, MO
cassy.midgyett@kcmo.org, 816-513-4929

Back Up: Eric Davison, Financial Manager of Operations, Kansas City, MO
Eric.Davison@kcmo.org, 816-513-4927

**Unified Government of Wyandotte County**
Primary: Sharon Reed, Purchasing Manager
sreed@wycokck.org, 913-573-5465

# PROPERTY TAX CLEARANCE CERTIFICATION AND FORMS

# MULTI-JURISDICTION- CORE4
# PROPERTY TAX CLEARANCE CERTIFICATION

(Jackson County, MO, Johnson County & Unified Government of Wyandotte County, KS)

Business to Be Certified:

1. Business Name: _____

DBA Name: _____

2. Business Address: _____
Street City, State Zip

3. Contact Information: _____ _____
Phone E-mail

Business Owner/Taxpayer To Be Certified (Attach additional sheets if more owners exist for your business.)

Owner Name: _____

Owner Residence Address: _____
Street City, State Zip

Authorization/Signature

This Authorization shall expire one (1) year from the latest date below certified and is renewed upon agency request.

I, the undersigned Business Owner/Taxpayer, hereby hold each CORE4 entity named below harmless from any and all liability relating to unauthorized disclosure of confidential tax information resulting from release of information related to this Core4 Tax Clearance Authorization under all applicable confidentiality laws including federal, state, or local, including any damages sustained by wrongful transmission of confidential tax information to any other person.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS AUTHORIZATION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

Further, I hereby certify that I am the Owner/Taxpayer named herein or that I have the authority to execute this Authorization on behalf of the Owner/Taxpayer hereinabove named.

_____
Owner/Taxpayer

CORE4 CERTIFICATION
I, the undersigned CORE4 representative, do herby certify that property taxes levied for the preceding year against the owner/taxpayer shown above have either been paid in full, have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said owner/taxpayer had no taxable property for the preceding year. I further certify that property taxes levied for the preceding year against owner/taxpayer showing above have also been paid in full; have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said owner/taxpayer had no taxable property for the preceding year;

OR

Tax Clearance Not Granted ☐ Entity_____

Tax Clearance Not Granted ☐ Entity_____

Tax Clearance Not Granted ☐ Entity_____

JACKSON COUNTY, Missouri on this date:_____, by _____
Purchasing Agent/Mgr/ County Designee

JOHNSON COUNTY, KS on this date:_____, by _____
County Treasurer/Designee

UNIFIED GOVERNMENT/ KC, KS on this date:_____, by _____
Contract Compliance Officer/Designee

FORM **RD-C3**
12/12

City of Kansas City, Missouri - Revenue Division
# CLEARANCE REQUEST FORM

KANSAS CITY MISSOURI

Phone: (816) 513-1135

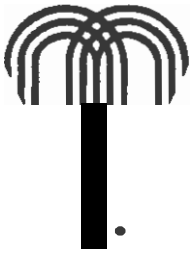
Fax: (816) 513-1264
E-file: www.kcmo.org/revenue

| | | |
|---|---|---|
| Federal ID (FEIN) | | |
| Name (Business Name and DBA) | | |
| | | |
| Address (include City, State & Zip) | | |
| | | |
| | | |
| ☐ **Check this box if you wish to receive this letter by fax** | Fax Number | |
| Request Submitted By (Print Name) | Title (If Applicable) | |
| Signature | Phone Number | Date |

**PLEASE ALLOW SEVEN (7) BUSINESS DAYS FOR PROCESSING**

**PLEASE SEND COMPLETED FORM(S) TO:**

Kansas City's Business Customer Service
Center 1118 Oak St.
Kansas City, MO 64106



KANSAS CITY
MISSOURI

Finance Department

Revenue Division

1118 Oak Street
Kansas City, MO 64106-2786

Phones (816) 513 1135
Fax1 (816) 513 1264
Email1 revenue@kcmo.org
kcmo.gov/revenue

Letter ld1 1.2222222222
Date1 09-Jan•2015
Taxpayer ld1 ...*** J204

Tree Trimming LLC
123 Anywhere
KANSAS CITY MO 64134 1916

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This notice certifies that **Tree Trimming LLC** is current as of this date with all taxes and licenses under the jurisdiction of the City of Kansas City, Mo., Finance Departmenr/Revenue Division.

# This is a **SAMPLE** Tax Clearance Letter

Mr. Fred Jones

Commissioner of Revenue

IMPORTANT INFORMATION:

Due to the confidential nature of tax information, this notice is provided directly to the taxpayer.

Visit kcmo.gov/quicktax to view the status of your account and for online filing