

Request for Proposals (RFP) – 23-014
Selective Architectural Salvage and Demolition
Kansas City Kansas Community Education, Health and Wellness Center Condominium Association

Issued Date: July 12, 2023

Sealed BIDS will be received by 4:30 p.m. on Wednesday August 2, 2023, to the following:

Attention: Linda Burgess, Purchasing, Kansas City Kansas Community College, 7250 State Avenue, Kansas City, Kansas 66112; electronic copy to lburgess@kckcc.edu

Questions and information pertaining to any item of this RFP may be obtained by submitting a request in writing via email to the attention of:

Peter Ho, Owner’s Representative, and member of the Copaken-Brooks team
 Email: peter.ho@visorconsulting.com

Mandatory Pre-Bid Meeting: Wednesday July 19, 2023, 10:00am-12:00pm

All firms interested in responding to this RFP shall attend a mandatory pre-bid meeting at the site. The address is: 7th Street Church, 1101 N. 7th Street, Kansas City, KS 66101

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service/equipment in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign, and return this form with their submittal.

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Telephone #	Date
Fax #	Tax ID #
Email Address	

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REQUEST FOR PROPOSALS

PROFILE OF KANSAS CITY KANSAS COMMUNITY EDUCATION, HEALTH AND WELLNESS CENTER CONDOMINIUM ASSOCIATION

The Kansas City Kansas Community Education, Health and Wellness Center Condominium Association (Association) was formed in 2022. The purpose of the Association is to create one entity to jointly own and operate a new facility in downtown Kansas City, Kansas to serve the education, health and wellness, and financial needs of the community. The Association's members include Kansas City Kansas Community College, Swope Health, and CommunityAmerica Credit Union.

Kansas City Kansas Community College (KCKCC) is a public 2-year institution in northeast Kansas accredited by the Higher Learning Commission and founded in 1923. KCKCC's main campus near State Avenue and College Parkway and Technical Education Center near State Avenue and North 65th Street are centrally located within the city limits of Kansas City, Wyandotte County, Kansas. KCKCC also serves Leavenworth County as part of its service area with a satellite center in the City of Leavenworth. KCKCC's original campus was in downtown Kansas City, Kansas. With this project, KCKCC has made it a priority to return downtown. KCKCC services approximately 9,000 students each year across its multiple locations. More information can be found at www.kckcc.edu.

Swope Health provides primary health care services throughout Greater Kansas City, accredited by the Commission on Accreditation of Rehabilitation Facilities and The Joint Commission. Swope Health was founded in 1969 and provides medical, dental, vision, and mental health care for more than 40,000 patients in western Missouri and eastern Kansas. As a partner in this location, Swope Health intends to offer medical, dental, and vision services with possible additional specialty services in the future. More information can be found at www.swopehealth.org.

CommunityAmerica Credit Union (CACU) is a federally insured national credit union with over \$4.6 billion in assets. Headquartered in Lenexa, Kansas, CACU provides personal and commercial banking services for more than 250,000 clients at its 32 locations. CACU will offer a community access center at the Association Center which will include retail banking as well as financial literacy services.

The unique collaboration of KCKCC, Swope Health and CACU will offer a full range of services from educational opportunities, health and wellness services, and financial literacy and banking services.

DESCRIPTION OF SERVICES

The Association will select a qualified firm to provide both Selective Architectural Salvage of Certain Historic Artifacts and Full Demolition Services for the new Kansas City Kansas Community Education, Health and Wellness Center (Center) site. The site is located in downtown Kansas City, Kansas, in one of the Wyandotte County, Kansas Opportunity Zones.

The Center will house educational programs offered by KCKCC, health and wellness services offered by Swope Health, and financial literacy and banking services offered by CACU. All three key partners are non-profit entities and KCKCC and Swope Health are tax exempt.

All land has been acquired by KCKCC or obligated by the Unified Government of Wyandotte County, Kansas City, Kansas (Unified Government) needed for the Center. KCKCC either owns or has development rights for all property affected by the demolition, and the demolition firm will contract with the College for the work. Design is in process with a construction completion date by June 2025.

The Center site will be between 6th and 7th Street Trafficway, State Avenue and Nebraska Street. All demolition services will be on State Avenue, between 6th and 7th Street Trafficway, Kansas City, Kansas.

- The architect for the project is PGAV Architects, LLC.
- The owner’s representative for the project is Peter Ho, member of the Copaken-Brooks team
- The Association and KCKCC point of contact is Dr. Shelley Kneuvean, Chief Financial Officer, KCKCC.

SCOPE OF SERVICES

The selected demolition firm shall provide the removal and salvage of selected items per the direction of the Kansas City Kansas Community College Representative on behalf of the Association as well as building demolition services and applicable environmental abatement.

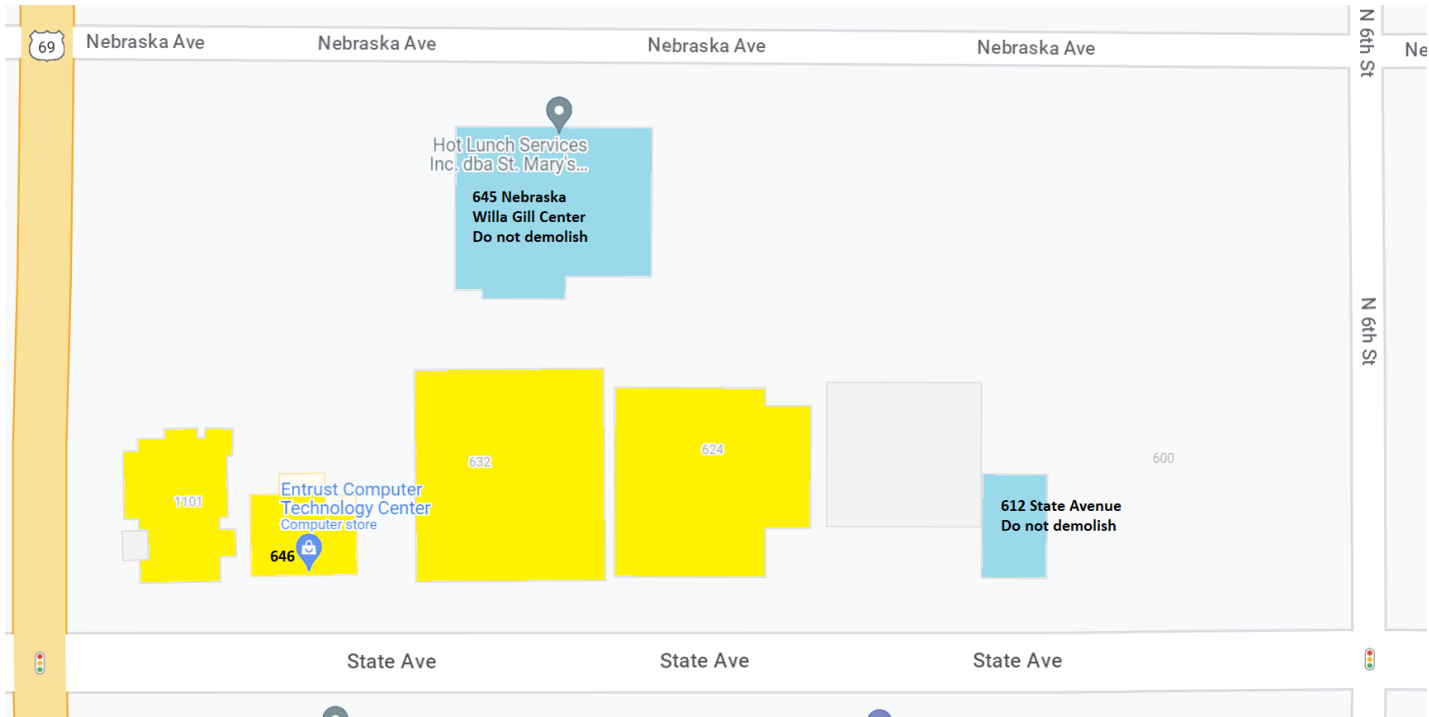
Prior to commencing work, a plan to secure the perimeter of the demolition site shall be submitted and approved by the Owner. The site shall always remain secure and safe from hazards to maintain a safe environment for the public and workers including but not limited to fencing.

The four (4) structures listed below are planned for demolition.

1. Church, Seventh Street Methodist Episcopal Church, 1101 N. 7th Street, Kansas City Kansas
2. Building 1, 646 State Avenue, Kansas City Kansas
3. Building 2, 632 State Avenue, Kansas City Kansas
4. Building 3, 624 State Avenue, Kansas City Kansas City Kansas Community College

The building at 612 State Avenue, Kansas City, Kansas is to remain in place and unaffected by adjacent demolition. The building is vacant and is not in operation.

The Willa Gill Center located at 645 Nebraska, Kansas City, Kansas is to remain in place and will continue operating during the demolition.



Architectural Salvage, Church at 1101 North 7th Street, Kansas City Kansas

Selected items are to be salvaged and removed from the Church to be reused in the new Center. The demolition firm is responsible for the removal of the following items to be stored off site as noted or as directed by the Owner within the Kansas City metropolitan area.

The items to be salvaged (remove, secure, and disassemble if required) and transport to storage location as directed by the Owner to include following items (pictures in Exhibit H):

To be stored at location to be determined by Owner within the Kansas City metropolitan area:

- 21 exterior stained-glass windows on the main floor of the sanctuary, entryway, office area, side room off office area (Images 1, 2, 7, 8, 9, 11, & 12)
- 3 large stained-glass interior windows between the sanctuary and office area (Image 3)
- 2 exceptionally large exterior stained-glass windows in the sanctuary covered in plywood (condition unknown – Image 5)
- 4 transom windows above doors (Image 4, 2 in sanctuary and 2 in office area)
- 2 circle stained-glass windows (Image 5 & 10)
- 2 rectangular stained-glass windows (Image 13)
- Remove and salvage at least one interior wood truss beam to be identified selected by the Owner in consultation with the demolition firm based on condition (pricing for additional beam removal will be requested as separate options)

To be stored at 612 State Avenue, Kansas City Kansas:

- Sanctuary – 1 large square on wall on stage (Image 6)

- 2 built in cabinet doors (Image 14)
- 25 church pews stored in the upper and lower levels
- Remove usable wood floor planks from sanctuary (Image 18)
- 7 large wood doors (Image 16) and 1 accordion door in lower level (Image 15)
- 1 cabinet in lower level-level (Image 17)

The items to be salvaged and stored onsite behind 612 State Avenue, Kansas City, Kansas include the following exterior items:

- Salvage 20% of exterior brick masonry of 1,420 – 2,000 square feet (from the north elevation of the structure/rear entry of church)
- Salvage foundation stones as possible of approximately 200 square feet (from the foundation of the structure)
- Ornamental metal at the corner pier caps at the top of the current tower

The removal and salvage of these items may include abatement of hazardous material prior to removal (Exhibit G, Hazardous Material Survey).

All other potential items for salvage not used by the Owner which may be used by others shall be determined by the Owner or its agents during the Selective Demolition process. The selected demolition firm shall place the salvaged items on-site at a location agreeable to the Owner and the firm.

General Demolition

Upon completion of the items for salvage, the church and the remaining buildings will be demolished based on a schedule approved by the Owner and upon obtaining proper permits from the Unified Government. The demolition firm is responsible for all permits and related fees.

The demolition shall include all structures; disconnecting, capping and removal of identified utilities; curbing, paved areas not in the right of way, and removal of all debris from the site (see Exhibit B, Site and Topographic Plan). Building foundations are to remain in place (vertical basement walls and flooring) which will be removed at a later time by the general contractor for the new Center. The intent is to use the existing foundations as shoring for the site until the general contractor begins site work. If the demolition firm has an alternative approach to propose in lieu of leaving foundation walls and floors, it shall be considered by the Owner with consultation with the engineer, general contractor, and Owner.

The selected demolition firm shall be responsible for the abatement of any hazardous materials (see Exhibit G) as required prior to full demolition of the properties and shall comply with applicable local codes.

The demolition firm shall perform work in accordance with rules and regulations of state and local

agencies having jurisdiction for demolition of structures, safety of adjacent structures, dust control, runoff control, and disposal of debris and conform to rules and regulations of state and local agencies having jurisdiction when hazardous or contaminated materials are discovered. The demolition firm is responsible for the method and means for all services included in the scope including adherence to best practices with regard to historical salvage procedures, demolition processes, safety procedures, etc.

Mandatory Pre-Bid Meeting

All firms interested in responding to this RFP shall attend a mandatory pre-bid meeting at the site. The address is:

➤ 7th Street Church, 1101 N. 7th Street, Kansas City, KS 66101

EXISTING SITE CONDITIONS:

1. Conduct demolition to minimize interference with adjacent owned building at 612 State Avenue and the Willa Gill property located at 625 Nebraska, Kansas City, Kansas located north of the buildings to be demolished. Access for loading and unloading at the Willa Gill property shall remain unchanged and uninterrupted during the removal, salvage, and demolition of the buildings.
2. The Owner assumes no responsibility for existing conditions of buildings to be demolished.
3. Conduct demolition and debris removal operations to minimize interference with adjacent roads, streets, walks, and other adjacent occupied and used facilities.
4. Conduct demolition and debris removal operations with minimum interference to public or private access. Egress and access to adjacent structures shall be maintained at all times.
5. Cease demolition immediately if structures appear to be in danger. Notify Owner's Representative. Do not resume operations until directed.
6. Existing Utilities:
 - a) Notify affected utility companies before starting work and comply with their requirements.
 - b) Mark location and termination of utilities.
 - c) Do not start demolition work until utility disconnection and sealing have been completed and verified in writing by the utility companies.
 - d) Take care to ensure that utilities remain and portions thereof which are not required to be demolished or removed are not damaged.
 - e) Verify that utilities serving the property remain on site at 6124 State Avenue and the Willa Gill center at 645 Nebraska are not disturbed or damaged and remain in operation at all times.

SALVAGE REQUIREMENTS:

1. Coordinate with Owner to identify building components and equipment required to be removed and delivered to a location to be determined in the Kansas City metropolitan area.
2. Tag components and equipment Owner designates for salvage. The owner will confirm items to be salvaged once tagged by demolition firm.
3. Protect designated salvage items from demolition operations until items can be removed. Identify items that must be disassembled prior to beginning removal for Owner approval.
4. Carefully remove building components indicated to be salvaged or reinstalled. Remove materials to be reinstalled or retained in a manner to prevent damage.

SITE CONDITIONS POST DEMOLITION:

All demolished debris is to be removed from the site and properly disposed of by the demolition firm. All work should be completed no later than November 2023.

Fencing is to remain in place and become property of KCKCC and the Association to ensure the site is secured until construction of the new Center commences.

PROPOSED SCHEDULE

The selected Firm is expected to meet the following anticipated milestone schedule:

RFP Issued	Wednesday July 12, 2023
Pre-bid Site Meeting (required)	Wednesday July 19, 2023, 10:00am-12:00pm
Proposer Questions Due	Wednesday July 26, 2023, by 5:00pm
Owner Responses to Proposer Questions	Friday July 28, 2023, by 5:00pm
Proposals Due	Wednesday August 2, by 4:30pm
Contract Award (estimated)	Monday August 7, 2023
Notice to Proceed (upon contract execution)	Monday August 14, 2023
All Demolition Completion	Thursday, November 30, 2023 (unless otherwise agreed upon by Firm and Owner)

SELECTION CRITERIA

Proposals will be reviewed for completeness and qualifications. Final selection of a firm for contract negotiations will be made based on the following criteria:

1. Qualifications, expertise, and experience of the firm in providing similar services.
2. Qualifications, expertise, and experience of the individuals assigned from the firm.
3. Availability to provide the Services.
4. Fee Proposal.
5. Responsiveness of the applicant to the RFP categories.

MBE/WBE and Wyandotte County (local) firms are encouraged to submit. If all things are equal, the MBE/WBE and/or local firm will be selected.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

A. GENERAL INSTRUCTIONS

All submittals must be in accordance with these instructions.

1. Must submit three (3) original paper copies of the submittal response in a sealed envelope, labeled with the project number and project title.

Deliver or mail to 7250 State Avenue, Kansas City, Kansas 66112, Attention: Linda Burgess, Purchasing Coordinator

One (1) electronic copy of the submittal response emailed to:

Linda Burgess, Purchasing Coordinator
lburgess@kckcc.edu

2. The Association reserves the right to waive defects and informalities in submittals, to reject any or all submittals, or to accept any submittals as may be deemed in the best interest of the Association, in its sole discretion.
3. Any submittal may be withdrawn at any time prior to the time specified herein for the opening of submittals, but no submittal may be withdrawn for a period of thirty (30) days after the submittal.
4. Any exceptions taken to the terms, conditions, or specifications of the RFP must be clearly noted in the submittal as follows: **Exceptions to RFP 23-014**. If not so noted, then the successful respondent expressly agrees to the terms, conditions, and specifications of the RFP in its entirety and any exception after submittal will be held invalid and/or cause to reject the submittal, in whole or in part, at the sole discretion of the College.
5. Questions and information pertaining to any item of this request may be obtained by submitting a request via email. No communication will take place between respondents and staff that comprise the members of the Association during the RFP process, except in writing.

6. Services shall **not** be subcontracted or assigned, in whole or in part, without the express written consent of the Association. Areas of work that cannot be accomplished by the respondent must be identified in the submittal, including the identification of other firms to be used. However, ultimate responsibility for the goods/services and all obligations relating to the goods/services will remain with the successful respondent.
7. It is the responsibility of each respondent to become familiar with the requirements of this BID. Lack of knowledge concerning the BID's requirements will not relieve the respondent of conditions submitted in response to the submittal.
8. If it becomes necessary to revise this RFP in whole or in part, an addendum will be provided to all respondents on record as having received the RFP. **It is important to note, however, that it remains the responsibility of the respondent to determine if any addenda have been issued and to obtain those addenda prior to submitting their submittal.**
9. The College or Association members will not be liable for any costs that a respondent may incur in the preparation of or presentation of the submittal.
10. In all cases, no verbal communication will override written communication and only written communications are binding.
11. The College or Association shall not be obligated to return the respondent's submittal once submitted, whether the submittal is withdrawn or not.
12. Successful respondent will be required to comply with all terms of the Scope of Services and the General Terms and Conditions.
13. All forms are required to be submitted. The total number of supplemental content information in the submission shall not exceed 10 pages (Cover page, table of contents, tabs are not included).

PROPOSAL CONTENT

Proposals must include, at a minimum, the following information:

PROPOSAL REQUIREMENTS

1. Experience/Qualifications of Assigned Professional(s). **FORM A** Provide the qualifications for each individual who may be assigned to provide the Services and designate the individual who would have primary responsibility for oversight of the Services.
2. Qualifications of Firm & Experience. **FORM B** Provide a detailed description of the firm's experience in providing similar services. Include the size, scope, and nature of the services involved. Provide examples of any prior relevant projects.

3. Proposed Schedule. **FORM C** Provide a schedule showing proposed dates for mobilization of survey crew and final delivery of survey deliverables to the Project Team.
4. Proposed Fees/Expenses. **FORM D** Clearly state all fees and expenses to be charged in the performance of the Services.

BASE FEE: Proposed Fee(s) must include the following information including abatement and removal of all hazardous materials and securing the site area during and after the scope of work:

- a. Church
 - 1) Selective Architectural Salvage Fee
 - 2) Building Demolition Fee
 - 3) Moving items to be stored onsite at 612 State Avenue
 - 4) Transportation Fee of salvaged items to an offsite local metropolitan location
- b. Demolition of Remaining Properties Fee by location (3 additional buildings)
- c. Exclusions and qualifications, if any, are to be listed.

OPTIONAL BID ITEMS

- 1) Salvage and removal of each additional wooden truss beam; and transportation to an offsite local metropolitan location
- 2) "Wash barn" in parking lot of Thomas Burke Technical Education Center located at 6565 State Avenue, Kansas City, Kansas – free standing building approximately 3,568 square feet, demolish, remove debris, and return site to grade of parking lot

ADDITIONAL INFORMATION & QUESTIONS

Included are the following attachments

(use following link to access all Exhibits)

<https://www.dropbox.com/scl/fo/tt8k6o1dtw1fmqjvogl9/h?rlkey=mdz814joym4mct2uvx3t8ghlu&dl=0>

- Exhibit A, DA-146a
- Exhibit B, Topographic Property Survey
- Exhibit C, Historic Survey of 7th Street Church
- Exhibit D, Phase 1 Environmental Assessment
- Exhibit E, Phase 2 Environmental Assessment
- Exhibit F, Hazardous Materials Survey
- Exhibit G, Hydraulic Lift Sampling Report
- Exhibit H, Photographs of Items to be Salvaged

Interested parties may also submit questions via email to peter.ho@visorconsulting.com as referenced in the PROPOSED SCHEDULE Section of this RFP.

GENERAL TERMS AND CONDITIONS

1. Contract Documents. This RFP, Demolition Firm Submittal, including without limitation any completed forms required by the RFP, and Association’s Notice of Award letter shall form a binding agreement and shall be made a part of any Agreement (the Agreement) executed between Association and the successful firm regarding the subject matter herein.

2. Insurance. While performing its services, the Firm will maintain the following minimum insurance coverage:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers’ Compensation Employers’ Liability	Statutory \$500,000
Comprehensive General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Umbrella	\$2,000,000
Professional Liability	\$1,000,000 per claim
Errors & Omissions	\$1,000,000

Association and each of the partners (KCKCC, Swope Health, and CACU) will be listed as an additional insured in respect to general liability, automobile liability, and umbrella/excess insurance. However, the addition of Association members as additional insured shall not in any way nullify coverage for claims or actions Association may have against demolition firm. The demolition firm will provide the Association certificates evidencing the required coverage prior to commencing services.

3. Equal Employment Opportunity Clause. The respondent hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined

in the regulations of the Secretary of Labor at [41 CFR Chapter 60](#), which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

(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, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of

September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The respondent further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The respondent agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The respondent further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and

subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Procurement of Recovered Materials Clause. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. Covered Telecommunications Equipment or Services. It is prohibited to procure, state, or extend a contract that obtains equipment, services or systems by Covered Telecommunications Equipment or Services.

The term “covered telecommunications equipment or services” means any of the following:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

6. Wages & Working Conditions. Wages billed must be computed on a standard 40-hour work week in compliance with 40 USC 3702. Work in excess of 40 hours per week is permissible if the worker is paid no less than 1.5 their standard pay for hours over 40 in one week.

No worker must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

7. Federal laws

- a. An agreement to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the State of Kansas and the Regional Office of the Environmental Protection Agency (EPA).
- b. Due to various funding sources, it is anticipated that the construction contract will require Davis-Bacon wages and the National Environmental Policy Act (NEPA).
- c. Buy America provisions will be encouraged throughout the project.