



Prairie Band of Potawatomi Nation
16281 Q Road, Mayetta, KS 66509
Phone: (785)966.4000 • Fax: (785)966.3062

PRAIRIE BAND POTAWATOMI NATION

16281 Q ROAD

MAYETTA, KS 66509

REQUEST FOR PROPOSAL

“Food Sovereignty Building”

SUBMISSION DEADLINE:

March 6th, 2024 @ 3:00 PM (CST)

Late submissions will not be considered.

Electronic bid submittals only.

SUBMIT TO:

PBPN Procurement Office

procurement@pbpnation.org



Prairie Band of Potawatomi Nation
16281 Q Road, Mayetta, KS 66509
Phone: (785)966.4000 • Fax: (785)966.3062

REQUEST FOR PROPOSAL(S)

SOLICITATION NUMBER: 2024-CM002

SOLICITATION DUE DATE / TIME: March 6th, 2024 / 3:00 PM

SUBMITTAL LOCATION: Electronic Bid Submittals Only

DESCRIPTION: Food Sovereignty Building

PRE- BID TELECONFERENCE:

February		
16 th , 2024	10:00 AM	Zoom
DATE	TIME	LOCATION

In accordance with PRAIRIE BAND POTAWATOMI NATION (PBPN or Nation) procurement policies, bids for the services specified will be received by PBPN at the e-mail address provided for in this Bid event. Bids received by the due date and time will be opened. The name of each Bidder will be publicly available. Bids must be submitted to the PBPN on or prior to the date and time indicated. Late bids will not be considered. It is the responsibility of the bidder to provide a company email address and routinely check with the PBPN Representative for Solicitation Amendments. Additional instructions for preparing a bid are included in this solicitation.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Michael Tamez
PBPN – Senior Procurement Specialist
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Mayetta, Kansas 66509
Telephone: (785)966- 3970
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PRAIRIE BAND POTAWATOMI NATION NARRATIVE

1. INTRODUCTION

The Prairie Band Potawatomi Nation (PBPN) is a federally recognized Indian tribe of more than 4,586 enrolled Tribal members and approximately 300 Tribal employees. With the 1996 opening of the PBPN Casino, the tribe has provided over 191 tribal homes fully occupied on the reservation as well as the Tribe's government offices, Police and Fire Stations, Boy & Girls Club facility, Health Center, Behavioral Health Center, Early Childhood Education, Senior Center, Language Program building, the PB Construction Inc., Firekeeper Golf Course, Nation Station Convenience store and several other enterprises.

2. BACKGROUND

The PBPN's reservation established by the 1846 treaty is located in Northeast Kansas.

PBPN has 56 commercial structures with an active Tribal government serving its membership with a full range of services including fire, police, sanitation, public improvements, health and social services, childcare, planning and zoning and general administrative services.

The PBPN government has a Council form of government. The Tribal Council is comprised of the Chairman and six (6) Council members elected by the Nation's General Council. The General Council consists of all enrolled members of the Nation who are 18 years of age or older meeting in a general council. The Tribal Council members are elected at large every four years with staggered terms. The Council is the legislative body of the Tribal government with the Chairman as the presiding officer. A General Manager is appointed by the Council and administers the daily operations of the Tribal government through appointed department heads.

The General Council has the responsibility for oversight and regulation of the Nation's government.

1. SECTION ONE - GENERAL INFORMATION

1.1. Purpose for Request for Proposal (RFP)

The Prairie Band Potawatomi Nation (PBPB) Construction Management Department is issuing this Request for Proposal (RFP); to initiate the selection of a Design/Build (DB) team/entity to enter into an agreement with the Owner to perform design and construction services. These services are to be performed using the Progressive Design/Build (PDB) delivery method for constructing a new approximately 20,000 sq. ft. New Building for the Food Sovereignty Department located at a TBD site near Mayetta, KS.

1.2. Project Location

TBD – Approved vendor will assist with site selection and is to be located within PBPB Common Lands near Mayetta Kansas.

1.3. Proposal Guidelines

This request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted by e-mail **until March 6, 2024 3:00 PM. (CST)**. Any proposals received after this date and time will not be considered. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If an organization submitting a proposal outsources or contracts any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in the proposals must be all-inclusive to include all outsourced or contracted work. Any proposals which call for outsourcing or contract work must include a name and description of the organizations being contracted and type of work to be performed.

All costs must be itemized to include an explanation of all fees and costs.

1.4. Pre-Bid Teleconference

1.4.1. A Pre-Bid Teleconference meeting will be held on **02/16/2024 at 10:00 AM /PM (CST)** local time. Details of the telecom meeting are as follows:

Topic: RFP 2024-CM002 Food Sovereignty Building
Time: Feb 16, 2024, 10:00 AM Central Time (US and Canada)

Join Zoom Meeting
<https://us06web.zoom.us/j/86086931127?pwd=v5ptU5g6CQAZzKUK3tpnMN2Uaa5GWk.1>

Meeting ID: 860 8693 1127
Passcode: 259463

- **833 548 0282 US Toll-free**
- **877 853 5257 US Toll-free**
- **888 475 4499 US Toll-free**
- **833 548 0276 US Toll-free**

- 1.4.2. The purpose of the teleconference meeting is to clarify the contents of this solicitation and the procurement process to prevent any misunderstanding of the project, and to respond to any immediate questions that Contractor may have about this RFP. A list of persons in attendance at the pre-Proposal meeting will be recorded.
- 1.4.3. Any doubt as to the requirements of this Proposal (RFP) or any apparent omission or discrepancy should be presented to the Nation at this conference.
- 1.4.4. A bidder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.
- 1.4.5. Persons with Disabilities: With seventy-two (72) hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation contact person named below.
- 1.4.6. No oral communication from or with the Owner Contact, Tribal employee individuals or Tribal official concerning the Project during the Procurement process is allowed, except during the Pre- Bid Teleconference meeting and Question inquiry phase. A violation of this may result in disqualification of the proposer.

1.5. Project Scope Of Work

The project scope of work is attachment "A."

1.6. Attachment – Table of Contents

- 1.6.1. Attachment A – Scope of Work
- 1.6.2. Attachment B – Budget Worksheet (to be submitted as a separate PDF file)
- 1.6.3. Attachment C – Drug Free Workplace Certification
- 1.6.4. Attachment D – PBPN Disbarment Disclosure
- 1.6.5. Attachment E – References
- 1.6.6. Attachment F – RFP Submission Checklist
- 1.6.7. Attachment G – PBPN Business License Application
- 1.6.8. Attachment H – Prevailing Wage Rates - Building (Davis Bacon)
- 1.6.9. Attachment I – Prevailing Wage Rates – Highway (Davis Bacon)
- 1.6.10. Attachment J – Prevailing Wage Rates – Heavy (Davis Bacon)
- 1.6.11. Attachment K – PBPN Building Permit Fee Schedule
- 1.6.12. Attachment L – PBPN Approved Building Codes List
- 1.6.13. Attachment M – PBPN Contracted Vendors List
- 1.6.14. Attachment N – PBPN Standardized Material List
- 1.6.15. Attachment O – Asphalt Special Provisions
- 1.6.16. Attachment P – List of KDOT special Provisions

2. SECTION TWO – REQUIREMENTS

2.1. Project

2.1.1. The selected contactor will commence with service upon completion of the required PBPN Contract marked below.

- _____ **PBPN Goods & Services Contract**
- _____ **AIA A104 Owner – Contractor Contract**
- X** **AIA 141 Design Build Contract**
- X** **Additional Terms & Conditions**

2.1.2. The selected contractor shall be given access to relevant documents to assess the needs of PBPN.

2.1.3. The Contractor shall re-execute any work that fails to conform to the requirements of this contract. Such re-execution of work shall be the sole responsibility of the Contractor (including all associated cost).

2.1.4. PBPN reserves the right to request all responsible and responsive Bidder to provide a demonstration, presentation and overview of the Bidders proposal which will be scheduled after the Request for Proposal close date.

2.1.4.1. Demonstrations/Presentations will be conducted at the PBPN Administration Conference Room.

2.1.4.2. PBPN will arrange the format, date, time, and place for the presentation and notify each Bidder.

2.1.4.3. Demonstration/Presentation shall be provided at no expense to PBPN.

2.1.4.4. Demonstration/Presentation will be limited to the time stated in the PBPN invitation.

2.2. Project Delivery and Stipulations

The price and contract will be procured using the PBPN Procurement’s Competitive Sealed Bidding Process as described in PBPN Procurement Policy procedures as it has been determined to be the most appropriate method of contracting for the subject project.

2.3. Solicitation Inquiries

2.3.1. Duty to Examine

It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing (inquiries) and examine its Bid for accuracy before submitting a Bid. Lack of care in preparing a Bid shall not be grounds for modifying or withdrawing after the due date and time.

2.3.2. Solicitation Contact Person

Any inquiry related to a Solicitation, including any request for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Office.

2.3.3. Submission of Inquiries

2.3.3.1. All inquiries related to the Solicitation are required to be submitted to the Procurement office and emailed to michaeltamez@pbpnation.org

2.3.3.2. All responses to inquiries will be answered by email.

2.3.3.3. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number.

2.3.3.4. Bidders are prohibited from contacting any PBPN department/employee other than the Finance Director and/or the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.

2.3.4. Timeliness

2.3.4.1. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted no later than **March 6, 2024**, for review and determination.

2.3.4.2. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.3.5. Solicitation Amendments

2.3.5.1. All Solicitation Amendments shall only be modified by a Solicitation Amendment and issued by mail or email.

2.3.5.2. The Procurement Officer will respond to any questions and requests for clarification that were posed in writing or at the pre-bid meeting or site visit.

2.3.5.3. Clarification, modifications, or amendments may be made to this request at any time prior to the Bid Deadline at the Nation's discretion. The response shall be in the form of a written addendum issued to all interested bidders.

2.3.5.4. All bidders shall acknowledge receipt of any addenda by email to the PBPN's Procurement Office.

2.3.5.5. The Procurement Officer shall make all reasonable attempts to ensure that all interested bidders receive any written addenda to this request.

2.3.5.6. Failure to acknowledge a Solicitation Amendment may result in rejection of the Bid.

2.3.6. Bid Amendment or Withdrawal

- 2.3.6.1. Bids may only be withdrawn by written notice prior to the date and time set for the opening of Bids.
- 2.3.6.2. A bid may not be amended or withdrawn after the bid due date and time except as otherwise provided under applicable PBPN Procurement Policy.

2.3.7. Confidential and Proprietary Information

- 2.3.7.1. If a Bidder believes that ANY portion of a bid, protest, or correspondence contains a trade secret or other proprietary information submitted is confidential and the release of such information could be detrimental to the Bidder, the Bidder shall separate such information and clearly label and designate the trade secret and other proprietary information, using the term “confidential.”
- 2.3.7.2. The “Confidential” label documents will be held in confidence by PBPN, and reasonable care will be taken to ensure they are not released (unless required by law), without prior authorization of the Bidder.

2.3.8. Public Record

All bids submitted and opened are public records and must be retained by PBPN for a period of three (3) years. Bids shall be open and available to public inspection through PBPN’s Procurement Office ten (10) days after the awarded contract, except for such bids deemed to be confidential by the Tribe.

2.3.9. Non-collusion, Employment and Services

By signing the official contract form, the Bidder certifies that:

- 2.3.9.1. The Bidder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its bid; and
- 2.3.9.2. The Bidder does not discriminate against any employee or applicant or employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with an applicable federal state and local laws and executive orders regarding employment.
- 2.3.9.3. At any time during the term of the contract when the lack of non-core workers delays or prevents the delivery of contract for on reservation services the Bidder will coordinate on-reservation employment outreach efforts with the Nation’s General Manager’s office. The outreach efforts shall be open to any interested person who can fulfill the minimum requirements of the job description. The General Manager’s office assistance may include providing a location for in-person recruitment and announcing job openings and in-person recruitment events using the Nation’s social media and public posting of employment opportunities with the Bidder on the reservation. The Nation’s assistance is intended to complement the Bidder’s hiring processes.

2.3.10. Formal Contract

The contractor shall meet all the requirements to establish a A141 Design/Build Contract with the Procurement Office.

2.3.11. Disclosure

If the person submitting this bid has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid (Attachment D). The Bidder shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

In addition to the foregoing, Bidder shall complete and submit Attachment C, Drug-Free Workplace Certification.

2.3.12. Delivery

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

2.3.13. Care of Nation's Property

2.3.13.1. The Contractor shall be responsible for the proper care and custody of any Nation-owned personal tangible property and real property furnished for the Contractor's use in connection with the performance of his/her work, and

2.3.13.2. Contractor shall reimburse the Nation for such property's loss or damage caused by the Contractor, normal wear and tear excepted.

2.4. Project Timeline

2.4.1. The PBPN reserves the right to make changes or alterations to the schedule in the best interest of the Project.

2.4.2. Contractor will be notified sufficiently in advance of any changes or alterations in the schedule.

2.4.3. Each bid must be signed by an authorized officer or individual of the Bidder's company.

2.4.4. As part of their responses, Bidders shall indicate a single point of contact for any subsequent communications.

2.4.5. Unless otherwise notified in writing, the dates indicated below for submission of items or for other actions on the part of a Bidder shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Bidder to be disqualified as non-responsive.

February 9 th , 2024	Legal Notice
February 9 th , 2024	Public/Private Advertisement of RFP
February 16 th , 2024 @ 10:00 AM	Pre-Bid Teleconference Meeting
February 16 th , 2024	Amendments to RFP
February 21 st , 2024	Deadline for Submission of Questions
February 26 th , 2024	Answers to Submitted Questions – Final
March 6 th , 2024 @ 3:00 PM	Proposals Due
March 6 th , 2024 @ 3:30 PM	Opening of Proposals Submitted
TBD	Evaluations of Proposals
TBD	Notice of Award

2.5. Budget

All proposals must include proposed costs to complete the tasks described in the project scope.

2.5.1. Provide a guaranteed budget (see **Attachment B**) for services listed in the Scope of Work (Attachment A). Budgets should be clearly defined to ensure bids proposed can be compared and evaluated. Bids shall be valid for a minimum of 180 days following submission. **This form must be submitted in a separate PDF file containing the price bid.**

2.5.2. Cost of Bid Preparation:

2.5.2.1. The cost of preparing, developing, and submitting the bid is entirely the responsibility of the Bidder.

2.5.2.2. PBPN will not reimburse any Bidder the cost of responding to the Solicitation.

2.5.3. The PBPN reserves the right to negotiate the fees proposed by the bidder.

2.5.4. This contract **DOES** require the contractor to satisfy the requirement of the Davis Bacon Act of 1931, a federal law that establishes the requirement for paying the local prevailing wages with respect to the employees working in connection with the contracted.

2.6. Pricing and Taxes

2.6.1. Bidder's best pricing, for the term of this Contract, the prices and discounts will be equal to or better than the lowest price and largest discounts, both separately and in combination, at which Bidder sells equivalent items of equipment and materials.

2.6.2. All prices and rates to the extent they differ from those exhibited by the Bidder, shall be valid for the entire term of the Contract, and shall not be subject to revision for inflation, or any changes to wages, taxes or other costs that Bidder may be obliged to incur that may be higher than those which it contemplated when proposing the relevant price or rate.

2.6.3. The Nation is exempt from paying Kansas State sale and use Taxes and Federal Excise Tax for direct purchases. These taxes shall not be included in the Bidder's price quotation.

3. SECTION THREE - INSTRUCTIONS TO BIDDERS

3.1. Bid Content

Bids must be organized according to the mandatory sections listed below. Bids that do not address all the mandatory sections listed below may be considered non-responsive and may not be evaluated. Bids should be of sufficient length and details to demonstrate the bidder has a thorough understanding of the skills necessary to deliver the services requested.

3.2. Bidders responding to this Solicitation must submit a digital file formatted in accordance with 3.5.1 below by emailing an electronic copy to the Procurement Office at: procurement@pbpnation.org

3.3. The fixed fee bid, including Attachment B, described in Page 7 below shall be submitted as a separate PDF.

3.4. On each document, insert a footer that specifies: Name of Bidder, Name of the Attachment, the Solicitation number, and Page number. The Procurement Office will not respond to any inquiries received in any other manner.

3.5. Bids must be received before the due date and time stated in the solicitation. Bids submitted outside the stated requirements or those that are received after the due date and time shall be rejected.

3.5.1. For the digital files required pursuant to Section 3.2 above, only files that are Microsoft Word Documents, Excel Workbooks, PowerPoint presentations and/or Adobe Acrobat documents will be accepted. Any other format will need advance approval before submitting your files.

3.5.2. Each bid shall include a document page for each response section.

3.5.3. The material shall be in sequence and organized as outlined in section 3.4 (below) as related to the RFP.

3.5.4. Failure to include the requested information may have a negative impact on the evaluation of the Bidder's bid.

3.6. The bid shall be organized in the following manner:

3.6.1. Cover and Table of Contents

3.6.2. Section 1- Letter of Interest

3.6.2.1. Provide a letter of interest describing your interest for this project (2 pages minimum) and any changes to the format or deletions of requested materials should be explained in the cover letter. Please include the following in your cover letter:

3.6.2.1.1. Describe why your firm considers itself to be best qualified to master the project and perform the work required in a responsive manner,

- 3.6.2.1.2. Describe how the delivery of services will be provided to the Tribe including the location of the Respondent's offices and expected response times to the Tribe's requests,
- 3.6.2.1.3. Describe those conditions, constraints, or problems that are unique to the scope of work that may adversely affect either cost or delivery dates, and
- 3.6.2.1.4. If the Bidder is proposing to joint partner with another principal firm, the cover letter must specify the type of services to be provided by each firm.
- 3.6.2.1.5. Include a statement that the Bidder's bid, including bid prices, will be considered firm for ninety (90) to one-hundred twenty (120) days after submission of the bid.

3.6.3. Section 2 - Company Profile

- 3.6.3.1. Provide a company profile including principal areas of expertise and experience providing services to Tribal communities, include an organizational chart depicting the management of the firm's organization and its relationship to any other business entity.
- 3.6.3.2. The information provided will be used to evaluate the Respondent's financial stability and its ability to support the commitments set forth in the bid.
- 3.6.3.3. PBPN, as its option, may require the Respondent to provide additional support and/or clarify requested information.
- 3.6.3.4. Bids must include the following information:
 - 3.6.3.4.1. Date, jurisdiction, and type of business organization (close, general or S Corporation, LLC or PLLC, Sole proprietorship),
 - 3.6.3.4.2. Federal and State Tax ID numbers,
 - 3.6.3.4.3. Names of Owners, Principals and/or Officers,
 - 3.6.3.4.4. Civil or Criminal claims, judgments, or suits within the last ten (10) years,
 - 3.6.3.4.5. Evidence of the firm's financial wherewithal to complete the project,
 - 3.6.3.4.6. The name, title, email address, mailing address, fax and telephone numbers of the officer authorized to represent the Broker in any correspondence, negotiations and sign any contract that may result,
 - 3.6.3.4.7. The Project Manager's name, title, email address, mailing address, fax, and telephone number.

3.6.4. Section 3 – Project Understanding and Approach

3.6.4.1. Provide a thorough statement of work describing your understanding of the project and preliminary approach, methodology, time frames and plan to deliver the services requested. It is important to demonstrate the ability to advocate for PBPN while maintaining professional relationships throughout the project.

3.6.5. Section 4 – Company Experience and qualifications. All firms are requested to provide the following information (2 pages maximum for items 3.6.5.1 – 3.6.5.6).

3.6.5.1. Address and phone numbers of all company offices,

3.6.5.2. Brief description of company history and key services,

3.6.5.3. Number of years in business,

3.6.5.4. Types of services provided,

3.6.5.5. List and describe all claims, lawsuits, or legal settlements within the past five (5) years, and those that are currently pending, and

3.6.5.6. Number of full and part-time employees.

3.6.5.7. References for the contractor (and not for its sub-contractors or joint venturers), in the form specified in Attachment E, from at least three (3) previous projects of comparable size and scope must be provided as proof of experience. Please provide references for the following types of customers:

3.6.5.7.1. New customers, and discuss their conversion experiences,

3.6.5.7.2. Ongoing customers and discuss what is working well and how you have solved problems,

3.6.5.7.3. A client that your firm recently lost and describe the circumstances, and

3.6.5.7.4. A Native American Tribe or Sovereign Indian Nation.

3.6.6. Section 5 - Technical Qualifications

3.6.6.1. Bidders shall identify a Project Coordinator who shall be a primary contract person for the PBPN Procurement office in discussing work that needs to be completed,

3.6.6.2. Bidders shall provide a detailed description of the Project Coordinator's function and how they will accomplish the minimum tasks listed in the Scope of Work.

3.6.7. Section 6 – Professionalism

- 3.6.7.1. Candidate has affirmed facilitation of communication, decision maker, proactive responsibilities, competency, ethical principles and demonstrates trustworthy quality, and
- 3.6.7.2. Demonstrates the ability to collaborate with Tribal communities, entities and/or organizations.

3.6.8. Section 7 – Cost Proposal (submitted as a separate PDF)

- 3.6.8.1. Provide an all-inclusive pricing to include but not limited to, all labor, materials, labor rate, labor benefits, payroll burden, insurances, workers' compensation fee, profit, overhead and all other related cost factors for the life of this contract.
- 3.6.8.2. The firm may not bill the Tribe for any other products or services without the Tribe Procurement and Purchasing approval.
- 3.6.8.3. Bidders shall provide a budget sheet (Attachment B).
- 3.6.8.4. As noted above in Section 3.3, this item must be submitted separately in PDF format.

3.7. Submission of Bid

3.7.1. Bid Submission Due Date and Time:

Only emailed proposals will be accepted. Bid proposals are to be submitted via email to procurement@pbpnation.org by **03/06/2024**.

Subject line of the email must contain **Bid 2024-CM002 and your company name**.

Bidder's proposal shall consist of **two** separate documents:

A Technical Proposal, including the cover and table of contents, pages 1-6 referenced above, required forms, applicable literature, and other supporting documents, in Microsoft® Word, Excel or searchable PDF®. The Technical Proposal file is to be named **"Company Name - Bid 2024-CM002 Technical Proposal"**

A Cost Proposal, Attachment B, in Microsoft® Word, Excel or searchable PDF. The Cost Proposal file is to be named **"Company Name - Bid 2024-CM002 Cost Proposal."**

Bidder's proposal shall be received no later than 3:00 PM, Central Time, on the closing date.

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in email delivery shall not excuse late bid submissions. It is the bidder's responsibility that the file size does not exceed maximum limits and the emails have been received.

Faxed, mailed, and telephoned proposals are not accepted.

Proposals received prior to the closing date shall be kept in a secured file until closing. The Nation shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it

was not properly identified on the email. Late Technical and/or Cost Proposals will not receive consideration.

3.7.2. Bids shall be received before the due date and time stated in the solicitation. Bids submitted outside of the stated submission requirements or those received after the due date and time shall be rejected.

3.7.3. Bid and Acceptance

The Bid and Acceptance for this RFP shall be signed with a signature by the person authorized to sign the Bid and shall be submitted to the Procurement Office with the solicitation no later than five (5) days prior to the initial start date.

3.7.4. Solicitation Amendment

A Solicitation Amendment shall be acknowledged to the PBPN Procurement/Purchasing Office no later than the Bid due date and time. Failure to acknowledge the Solicitation Amendment may result in rejection of the Bid.

3.7.5. Bid Amendment or Withdrawal:

A bid may not be amended or withdrawn after the bid due date and time except as otherwise provided under applicable tribal policy or resolution.

3.7.6. Public Record:

All bids submitted and opened are public records and shall be retained by the PBPN Procurement/Purchasing Office for a period of three (3) years. Bids shall be open and available for public inspection through the PBPN Procurement/Purchasing office ten (10) days after the award has been made.

3.8. Bid Opening

3.8.1. Bids received by the due date and time will be opened within one-half (1/2) hour of the closing date and time.

3.8.2. The name of each Bidder will be publicly available.

3.8.3. Bids will not be subject to public inspection for a period of ten (10) days or until after the Contract has been awarded.

4. EVALUATION

4.1. Evaluation Criteria

4.1.1. In accordance with the PBPN Procurement Policy, awards shall be made to the responsible Bidder(s) whose proposal is determined in writing to be the most advantageous to the Tribe based upon the evaluation criteria listed below.

4.1.2. The Nation reserves the right to reject any or all responses to this RFP. Final selection of candidates will be on a basis of their apparent ability to meet the overall expectations of PBPN, as determined solely by the PBPN.

- 4.1.3. The Nation may reject any or all bids, accept a bid other than the lowest bid, and waive informalities or minor irregularities in bids received if determined by the Procurement Officer that the best interest of the Nation will be served by doing so. The Nation reserves the right to reject all nonconforming, nonresponsive, unbalanced, or conditional bids. A Bidder's failure to provide any additional information requested by the Nation prior to a contractor selection may result in rejection of the Bid. The Nation may reject any bid from any person, firm, or corporation in arrears or in default to the Nation on any contract, debt, or other obligation, if the Bidder is debarred by the Nation from consideration for a contract award, if Bidder has committed a breach of contract which resulted in a termination of a contract or other material sanction within two (2) years immediately preceding the date of issuance of this document, or based on past performance.
- 4.1.4. The PBPN reserves the right to conduct investigations as it deems necessary for the evaluation of any bid and to establish the experience, responsibility, reliability, references, reputation, business ethics, history qualifications and financial ability of the firm responding. The purpose of the investigation is to determine that the candidate has the ability, experience, resources, and reputation necessary to perform the work and to support all warranties in accordance with the contract documents.
- 4.1.5. PBPN will evaluate all bids meeting the criteria set forth within this RFP by a committee selected by the requesting department.
- 4.1.6. **To be considered a responsible or qualified bidder, the bidder must satisfy the following requirements:**
- 4.1.6.1. Submit a complete bid package which is responsive to all requirements of this RFP.
- 4.1.7. In evaluating responses to this RFP, the PBPN Procurement Office will take into consideration the qualification, experience capacity, and cost that are being bid by the Bidder.
- 4.1.8. **The Evaluation committee shall engage in the following two-step process:**
- 4.1.8.1. Step one (1) consists of evaluation of all **Technical Proposals** to determine which bidders are responsible/qualified bidders.
- 4.1.8.2. Step two (2) consists of evaluation of **Cost Proposals**. The electronic PDF price bid, Attachment B, of each responsible/qualified bidder is reviewed and evaluated, and the award recommendation is made in accordance with the Nation's procurement policies and applicable federal regulations.

4.2. **AWARD**

- 4.2.1. **The Nation shall give preference when awarding contracts in the following order:**
- 4.2.1.1. Licensed PBPN-owned business.
- 4.2.1.2. Licensed Nation member-owned business or individual PBPN member
- 4.2.1.3. Other licensed Native American-owned business or individual Native American.

4.2.2. Number and Types of Awards

The PBPB reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is most advantageous to PBPB.

4.2.3. Contract Inception

A Bid does not constitute a Contract, nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Model Contract is executed and delivered by the Nation and the successful bidder. A notice of Award or of the intent to award shall not constitute acceptance of the Bid.

4.2.4. Effective Date

The effective date of the Contract shall be the date that the PBPB Tribal Council sign the Bid and Acceptance or other official contract form unless, another date is specifically stated in the Contract.

4.3. INVOICING

4.3.1. Submitting invoices:

4.3.1.1. Contractor shall submit an invoice to the PBPB Finance Accounts Payable Office within thirty (30) days of the end of each month services were provided.

4.3.1.2. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract.

4.3.1.3. No payment of invoice shall be made without authorization.

4.3.1.4. No payment shall be made without a current W9 on file with Accounts Payable.

4.3.2. Contractor shall not seek payment for any service(s) provided without the proper signature of the designated or assigned individual for the project.

4.3.3. Services that have not been authorized on an acknowledged purchase order, and

4.3.4. Services that are the subject of a Contract Amendment or Change Order that has not been fully signed and executed.

- 4.3.5. Contractor shall submit all billing notices or invoices to the PBPN Accounts Payable and Construction Management Departments at the following address:

PBPN -Finance Department
Accounting Section – Accounts Payable
16281 Q Road, Mayetta, KS 66509
(785) 966-8253
AccountsPayable@pbpnation.org

PBPN -Construction Management Department
Construction Management
16281 Q Road, Mayetta, KS 66509
(785) 966-4031
ShawnaWilliams@pbpnation.org
ShawnKelly@pbpnation.org

- 4.3.6. Defective invoices: without prejudice to its other rights under the Contract or further obligations to Contractor, the PBPN Accounting office may, at its discretion, reject any materially defective invoice. It will have no obligations to pay against a defective invoice unless and until the Contractor has re-submitted invoice free of defects.
- 4.3.7. Invoicing will be deemed automatically rejected upon delivery if they:
- 4.3.7.1. Are sent to the wrong address,
 - 4.3.7.2. Do not reference the correct PBPN Contract number or Purchase Order, or
 - 4.3.7.3. Are payable to any Person other than the Contractor.
- 4.3.8. **Invoicing for Task Orders: For task order Services, invoices must include the following information as applicable to the relevant task order being invoiced against:**
- 4.3.8.1. **Substantiation of hours worked using:**
 - 4.3.8.1.1. A detailed daily timesheet,
 - 4.3.8.1.2. Itemization to the task level, and
 - 4.3.8.1.3. Breakdown by service area (if the Contract covers more than one area) and Contract Amendment (if any apply),
 - 4.3.8.2. Authorization and receipts for all allowable reimbursable items being invoiced; and
 - 4.3.8.3. Contractor’s certification that the invoice has been examined and, to the best of Contractor’s knowledge and belief, the invoiced amounts are entitled, correct, and accurate as can be demonstrated by the contractually required books and records upon the Tribe’s demand.

5. MINIMUM CONTRACTING STANDARDS

5.1. Insurance Requirements

5.1.1. Contractor and subcontractors shall procure and maintain, until all their obligations have been discharged, including and warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representative, employees, or subcontractors.

5.1.2. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The PBPN in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representative, employees or subcontractors, and the Contractor is free to purchase additional insurance.

5.1.3. Proof of Insurance shall not be terminated or expire within thirty (30) days written notice and are required to be maintained in force until completion of this contract.

5.1.4. The Contractor and sub-contractors shall use in the performance of this contract to name the PBPN Tribe as an additional insurer with the following standard types and minimum amounts.

5.1.5. **Commercial General Liability (CGL):** \$2,000,000.00

5.1.5.1. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

5.1.5.2. The policy shall be endorsed, as required by this written agreement, to include the Prairie Band Potawatomi Nation and its departments as additional insurers with respect to liability arising out of the activities performed by or on behalf of the Contractor.

5.1.5.3. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Prairie Band Potawatomi Nation and its department for losses arising from work performed by or on behalf of the Contractor.

5.1.6. **Comprehensive Automobile Liability:** \$1,000,000.00

5.1.6.1. Bodily injury and Property damage for any owned, hired and/or non-owned automobiles used in the performance of this contract.

5.1.6.2. The policy shall be endorsed, as required by this written agreement, to include the Prairie Band Potawatomi Nation and its departments as additional insurers with respect to liability arising out of the activities performed by or on behalf of the Contractor.

5.1.6.3. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Prairie Band Potawatomi Nation and its department for losses arising from work performed by or on behalf of the Contractor.

5.1.7. Worker's Compensation: Statutory limits

5.1.8. **Employer's Liability: Each accident** **\$1,000,000**

5.1.8.1. 100% of insurable value of the work. Builder's Risk, Extended coverage for Vandalism, and Malicious Mischief, if required.

5.1.8.2. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the PBPB and its department and employees for losses arising from work performed by or on behalf of the Contractor.

5.1.9. **Professional Liability (Error and Omissions Liability)**

5.1.9.1. Each Claim \$2,000,000

5.1.9.2. Annual Aggregate \$2,000,000

5.1.10. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and other continuous coverage will be maintained or an extended discovery well be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

5.1.11. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this Contract.

5.1.12. Failure to provide proof or failure to maintain insurance as required in this bid, or by law, are grounds for immediate termination of this contract.

5.1.13. In the event of termination of contract, the awarded bidder shall be liable for all procurement costs and any other remedies under PBPB Procurement policies.

5.1.14. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

5.2. Liquidated Damages

5.2.1. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,000.00 for each calendar day of delay until the work is completed or accepted.

5.2.2. If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

5.3. **Performance and Payment Bond**

The successful Bidder for projects over \$150,000.00 shall furnish a Performance and Payment Bond in the full amount of the Contract. The Surety issuing the Performance and Payment Bond must have a general rating of "A" and shall be a Class V or higher in the financial size category as defined by Best's Key Rating Guide-Property and Casualty. If the Bidder fails to furnish the Performance and Payment

Bond within fourteen (14) calendar days, after the official signing of the PBPB Goods and Services Contract and the Notice of Award, PBPB may elect to move to the next qualifying applicant and the Contract shall be terminated.

Within the bid submission shall be a letter from bonding company certifying that the contractor is bondable and upon successful contract approval a Performance Bond can be secured for the project.

5.4. Notice of Cancellation

Applicable to all Insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for the reason without thirty (30) days prior written notice to the Prairie Band of Potawatomi Nation. Within two (2) business days of receipt, Contractor must provide notice to the PBPB if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired or will be expiring. Such notice shall be sent directly to the department or by email to: michael.tamez@pbpnation.com.

5.5. Verification of Coverage

Contractor shall furnish the Prairie Band Potawatomi Nation with certificates of insurance (COI) (valid ACORD form or equivalent approved by the State of Kansas) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

5.5.1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The PBPB's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

5.5.2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

5.6. Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum Insurance Requirements identified above. The PBPB reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

5.7. Approval and Modifications

The PBPB reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

5.8. Indemnification Clause

5.8.1. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold

harmless the PBPB and its departments, Tribal officials and employees, (hereinafter referred to as "indemnitee") from and against any and all claims, actions, liabilities, damages losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage or tangible or intangible property causes, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.

- 5.8.2. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulations or court decree.
- 5.8.3. It is the specific intention of the parties that the indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the indemnitee, be indemnified by Contractor from and against all claims.
- 5.8.4. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.
- 5.8.5. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the PBPB and its Tribal Council, agents and employees for losses arising from the work performed by the Contractor for the PBPB.

5.9. Conflict of Interest

- 5.9.1. The Contractor shall not knowingly employ or contract with, during the period of this contract or any extensions to it, any employees or subcontractors who are also officials or employees of the Nation.
- 5.9.2. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any Nation employee who has participated in the making of this contract until at least two (2) years after his/her termination of employment with the Nation.

5.10. Confidentiality

The Contractor shall maintain all non-public information secured in connection with any contract with PBPB in strict confidence, with disclosure only to individuals as needed to perform under the contract and on a need-to-know basis.

5.11. Health Insurance Portability and Accountability Act of 1996

- 5.11.1. If applicable, the Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the PBPB Health Clinic in the course of performance of the Contract so that both PBPB Health Clinic and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Contractor who will sign any documents that are reasonably necessary to keep PBPB Health Clinic and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

5.11.2. If applicable, and requested by the PBPN Health Clinic and PBPN Procurement Office, Contractor agrees to sign a “Pledge to Protect Confidential Information” and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by PBPN Health Clinic or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA.

5.12. Tribal Business Licensing (Applicable)

Contractors conducting business within the PBPN Tribal community must obtain a business license. The cost of an annual license is approximately fifty dollars (\$50.00). The Contractor shall comply with the PBPN Tribal community business registration, licensing, and other applicable tribal regulatory laws, and shall pay any applicable licensing fees. A copy of a current business license must be provided to PBPN Tribe and be maintained for the duration of the contract.

5.13. Governing Law and Jurisdiction

Unless otherwise approved by the PBPN Tribal Council, this contract shall be governed by and construed in accordance with the laws of the PBPN, and the contractor consents to jurisdiction of the PBPN Tribal Courts for all matters related to or arising out of this contract.

5.14. Sovereign Immunity

Notwithstanding any other terms or provisions of this Agreement, Contractor understands and agrees that the PBPN Tribe, by entering into this Agreement, does not waive its sovereign immunity from suit, nor does it waive, alter, or otherwise diminish its rights, privileges, remedies or services guaranteed by the Treaty with the PBPN Tribe of 1856 (12 Stat. 971).

5.15. Contractor Responsibility

Nothing in the contract shall relieve or limit the contractor’s responsibility for damages for its own negligence or breach of the contract. Nothing shall require PBPN to indemnify or hold the contractor harmless for its own negligence, breach, or misconduct. All products from or services by a contractor are warranted or represented as being suitable for the intended purpose of the contract.

5.16. Authorization of Services

Authorization for purchase of services under this Contract shall be made only upon PBPN issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. PBPN shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of PBPN unless:

5.16.1. the Purchase Order is changed or modified with an official PBPN Procurement Change Order, and/or

5.16.2. an additional Purchase Order is issued for purchase of services under this Contract.

6. PROTEST

A protest shall comply with and be resolved according to the PBPN Tribal Procurement Policies. Protests shall be in writing and be filed with both the Procurement Office and with the PBPN General Manager. A protest of the Solicitation shall be received by the Procurement Office before the Bid due date. A protest of the proposed award or of an award shall be filed within ten (10) days after the Procurement office makes the procurement file available for public inspection. A protest shall include:

- 6.1.** The name, address, email address and telephone number of the interested party,
- 6.2.** The signature of the interested party or its representative,
- 6.3.** Identification of the purchasing agency and the Solicitation or Contract number,
- 6.4.** A detailed statement of the legal and factual grounds of the protest including copies of relevant documents, and
- 6.5.** The form of relief requested.

CERTIFICATION:

By signing below, I certify that I am authorized to offer the items quoted at these prices, that the items comply with the specifications and requirements listed, or are insubstantial compliance thereto, and that I accept these terms and conditions.

Date

Signature

Print Name

Title

Company Name

Telephone

Email

ATTACHMENT "A"

SCOPE OF WORK

1. NARRATIVE:

The Prairie Band Potawatomi Nation (PBPN) Construction Management Department is issuing this Request for Proposal (RFP); to initiate the selection of a Design/Build (DB) team/entity to enter into an agreement with the Owner to perform design and construction services. These services are to be performed using the Progressive Design/Build (PDB) delivery method for constructing a new approximately 20,000 sq. ft. New Building for the Food Sovereignty Department located at a TBD site near Mayetta, KS.

The Design/build for the approximately 20,000 sq. ft. building addition will at minimum include Approximately 2,500 Sq. Ft of Mercantile space for display and selling of merchandise, approximately 2,000 Sq. Ft. for a commercial / Training kitchen, approximately 2,000 Sq. Ft. for large conference room / 2 classrooms, approximately 2,500 Sq. Ft Warehouse / Storage space, approximately 7,000 Sq. Ft of Meat Packing space to include all meat processing as well as all walk in cooler and freezer space for the entire complex., approximately 4,000 Sq. Ft. for offices, restrooms, breakroom, mechanical rooms, etc. The proposal shall contain preliminary drawings, proposed detailed budget and other information that PBPN can use to present to the various groups to seek final approval for the project.

This RFP invites each Proposers to submit their Proposals to perform the work contemplated for the Project and the design team shall include all design services necessary such as architectural, Structural, Civil, Mechanical, Plumbing, Electrical engineering as well as any specialty design/engineering services such as FEMA Shelter design, Commercial Kitchen & Meat Packing Plant that must meet or exceed USDA regulations. Design on the facility is slated to begin as soon as a vendor is selected and contract is approved in 1st Quarter 2024 and Construction on the facility is slated to begin in the Summer of 2024, and all facets and aspects of the project is to be fully contracted, and majority of facility built and/or under construction including all material purchased by 12/31/2024.

Project will be fast paced and portions of construction such as civil and site preparation may require start prior to completion of entire construction drawings. AIA 141 Exhibit A GMP contract will be amended as applicable to allow for phases of project to start prior to 100% construction drawings so as to allow for majority of construction to start prior to 12/31/2024 as per the funding source requirements.

2. OWNER'S OBJECTIVE:

The objective of this Solicitation is to select a PDB Contractor team to establish major design elements at a negotiated rate for completing the project and to provide professional design, construction, performance management and other aspects of scope and terms sufficient to the design and construction of the new Food Sovereignty Building.

The progressive Design-Build Project requires approval from a variety of numerous groups at PBPN before final approval is given to award. In order to get final approval, the Proposers shall provide preliminary drawings, proposed detailed budget, and vital information to support the approval of this project from the various groups.

3. DELIVERABLES:

3.1. PBPN PROCORE Construction Management Software

- 3.1.1.** PBPN CMD utilizes PROCORE Construction Management Software to manage all projects and will be used for this project.
- 3.1.2.** Approved DB Team / Entity will be required to manage the project utilizing the PBPN PROCORE software license and account for managing this project for all construction related activities and documentation throughout the duration of the project.
 - 3.1.2.1.** CMD staff will provide ADMIN access to the Approved General Contractor so that they can manage the project as they would if using their license.
 - 3.1.2.2.** The approved General Contractor shall not charge PBPN for PROCORE license and use within the PROCORE license the GC may currently utilize.
 - 3.1.2.3.** PBPN will own and maintain all documents, drawings, submittals, RFI's photos, inspections, and other information that is uploaded and stored within this project during construction.

3.2. Site Assessments

- 3.2.1.** Approved Vendor will assist PBPN in assessing 3 separate potential construction sites as to best suitability for the project to be built.
 - 3.2.1.1.** Assess the properties for any utility limitations that would affect the project.
 - 3.2.1.1.1.** Rural water District capabilities to provide enough water for the facility.
 - 3.2.1.1.2.** Rural Water District and/or existing PBPN Fire suppression system to provide adequate coverage for any code required fire suppression system.
 - 3.2.1.1.3.** Electric Utility capable of providing requested service size and voltage for the project.
 - 3.2.1.1.4.** Electric Utility cost for service to include transformer, primary, and any additional installations to the existing Utility infrastructure to provide adequate power if required.
 - 3.2.1.1.5.** Wastewater requirements and properties capabilities as to lagoon requirements and/or existing PBPN wastewater treatment system installations.
 - 3.2.1.2.** Roadway into and on the property for semi-truck traffic and other large vehicles and trailers.
 - 3.2.1.3.** Adequate Parking space for the facility as proposed.
 - 3.2.1.4.** Surface water runoff drainage and if required detention pond space.
 - 3.2.1.5.** Additional space and planning for addition of greenhouses, and other onsite food production activities.

3.3. New Building Requirements:

- 3.3.1.** The new Building needs to contain at a minimum the following items (Sq. Ft. at this time is approximate, and may adjust during design of new building):
- 3.3.1.1.** Construction of a new approximately 20,000 Square Ft. building at a TBD location near Mayetta, KS.
- 3.3.1.2. Mercantile Space to include (Approximately 2,500 Sq. Ft.):**
- 3.3.1.2.1.** Space for display of fresh fruits, vegetables, and herbs.
 - 3.3.1.2.2.** Space for display of other locally produced products such as jams, jellies, honey, processed & smoked meats, crafts, etc.
 - 3.3.1.2.3.** Space for up to 5 Merchandiser (reach in Freezer)
 - 3.3.1.2.4.** Space for up to 5 Merchandiser (reach in cooler / refrigerator)
 - 3.3.1.2.5.** Space for up to 5 refrigerated meat display case
 - 3.3.1.2.6.** Sales counter space to include scales, cash register, etc.
 - 3.3.1.2.7.** Mercantile space is to be designed to meet all U.S. Department of Agriculture (USDA) and Food and Drug Administration (FDA) requirements.
- 3.3.1.3. Commercial Kitchen / Training Kitchen (Approximately 2,000 Sq. Ft.)**
- 3.3.1.3.1.** Commercial Kitchen designed to meet all USDA and FDA requirements for a kitchen that can be used to produce and process of items for consumption that can be placed for sale and distribution within the Mercantile or to the public.
 - 3.3.1.3.2.** To meet all USDA and FDA as well as IHS requirements of a commercial kitchen for the processing and cooking of foods that are for consumption.
 - 3.3.1.3.3.** The kitchen is to be designed with the appropriate amount of equipment so that the space can be used as a classroom / demonstration space of up to 16 attendees per class session.
 - 3.3.1.3.3.1.** Cooking equipment to be appropriate quantity for classes of up to 16 attendees per class session with attendees sharing use of the cooking equipment to reduce number of appliances if applicable.
 - 3.3.1.3.3.2.** Equipment to include reach in Freezers, Reach in Coolers, Industrial Mixer, Dishwashers (large enough to include pots and pans), Disposals, Grease Traps, Grease Fryers, Ovens, Cook Tops, other recommended commercial cooking equipment.
 - 3.3.1.3.3.3.** Make-Up-Air units and kitchen hoods are sized appropriately for the cooking equipment as designed for the space.
 - 3.3.1.3.3.4.** To include all necessary Prep Tables and food service tables
 - 3.3.1.3.4.** Space to include Pantry / storage for dry food storage, all pots, pans, and other small countertop appliances.
 - 3.3.1.3.5.** Kitchen is to be open concept to classroom. For demonstration to a larger audience than planned for classes in the kitchen.

- 3.3.1.3.6. Separator wall so that if multiple classes are ongoing the kitchen can be separated from the classroom.

3.3.1.4. Classroom / Training room (Approximately 2,000 Sq. Ft.)

- 3.3.1.4.1. A space that can be sub-divided by use of operable wall separators with acoustical limiting options into 2 or more classrooms or the ability of one large training room.
- 3.3.1.4.2. At least one classroom portion is to be open to the kitchen with the ability to close off the kitchen as desired.
- 3.3.1.4.3. Classrooms to include plans for tables, chairs.
- 3.3.1.4.4. Classrooms are to include installation of the PBPN standard Conference room equipment of Clickshare with Remote Conferencing camera, microphone, and speakers, as well as either Large TV (Minimum 70") or Projector and retractable screen.
- 3.3.1.4.5. Plans for power and data in the floor at various locations per design for use as desired during meetings and presentations.
- 3.3.1.4.6. Each classroom to be designed for up to 20 individuals.

3.3.1.5. Warehouse / Storage (Approximately 2,500 Sq. Ft.)

- 3.3.1.5.1. Space is to be located as conveniently as possible for the entire department and different divisions to use.
- 3.3.1.5.2. Space to include space for additional food storage, cardboard packaging (boxes), shipping & receiving space.
- 3.3.1.5.3. Shelving for storage of items.
- 3.3.1.5.4. Space for a forklift to be parked / used within the department.
 - 3.3.1.5.4.1. Space for extra Propane storage tank
 - 3.3.1.5.4.1.1. PBPN standard is Propane forklifts at all facilities.
- 3.3.1.5.5. Loading dock to include all necessary equipment and hardware around commercial garage door as required.
 - 3.3.1.5.5.1. Would prefer it if the loading dock location could use natural grade of land to eliminate drainage issues at dock. If the natural grade of land is not acceptable upon determination of location, then the loading dock will require installation of sump pumps for dock pit.
 - 3.3.1.5.5.2. Dock location may require use of a leveler to allow for use to load pickup truck / trailer as well as semi-trailers.
 - 3.3.1.5.5.3. Warehouse space shall be conditioned for all times of year to include heating and cooling of the space.

3.3.1.6. Meat Processing Facility (Approximately 7,000 Sq. Ft.)

- 3.3.1.6.1.** Entire Facility is required to be designed to meet all USDA and FDA requirements for a food production and meat processing facility.
- 3.3.1.6.2.** Office and other associated space as necessary for an onsite USDA inspector of the meat processing facility. May require separate restroom facility in conjunction with the office.
- 3.3.1.6.3.** Ergonomics shall be considered for the flooring, tables and operations within the processing facility to prevent fatigue and potential workplace injuries.
- 3.3.1.6.4.** Processing capabilities of up to 2 beef and 2 buffalo per week, and future capability of up to 3 additional beef or buffalo per week.
 - 3.3.1.6.4.1.** Capability to provide services of deer processing of up to 8 per week during hunting seasons. (seasonal)
- 3.3.1.6.5.** All rooms in the facility shall have surfaces that are easily washed down and cleaned on a daily basis. Materials should have long life and low maintenance if possible.
 - 3.3.1.6.5.1.** Options may include sealed concrete, painted / sealed CMU block walls, epoxy coating on the walls, FRP, etc.
 - 3.3.1.6.5.2.** Floors also need to be considered for the ease of cleaning daily and use of products that maintain footing. Potential use of epoxy with heavy grout.
- 3.3.1.6.6.** Hot Water storage and piping throughout the facility. Extra hot water requirements are needed for the facility to complete all necessary wash down requirements as well as use to assist in washdown of carcasses in the slaughter room.
- 3.3.1.6.7.** This facility will be extremely heavy on HVAC and refrigeration equipment due to the processes and storage within the building for meat processing.
 - 3.3.1.6.7.1.** All HVAC equipment installed for the facility shall have redundant systems included with design. If one system should fail, another system should be ready to operate and maintain temperatures throughout the space. This will also include all Walk-in freezer and cooler spaces and equipment also.
- 3.3.1.6.8.** The building itself, including the floors and walls within the facility may need to be designed as performing the ability of being freezer walls to help with cost of building the facility. Use of insulation within the concrete floors as well as either metal, concrete or CMU block walls may be necessary to maintain cost of construction of facility.
 - 3.3.1.6.8.1.** When designing the concrete floors as potential freezer space floors added insulation and other means may be necessary to limit the potential of freezing the earth below the concrete and causing heaving or shifting of building due to the frozen soils.
 - 3.3.1.6.8.2.** Allowing floors to move appropriately due to the use and potential temperature difference of soils throughout the year will need to be considered and planned for during design and engineering of these spaces.

3.3.1.6.9. Throughout the facility all equipment, tables, rail system, etc. shall have electric hoist equipment to help take the heavy manual labor and lifting off of staff in an effort to limit injuries to staff.

3.3.1.6.9.1. Where the carcasses are lifted to the hooks on the rail system, powered winches are to be installed.

3.3.1.6.9.2. Where Carcasses are lowered onto the processing tables the rail / hook system shall be installed with a powered winch system to assist staff in lowering into position without heavy manual labor.

3.3.1.6.10. Room Requirements within facility:

3.3.1.6.10.1. Animal unloading and holding pen for animals to be processed that day. No overnight or long-term holding corral system needed.

3.3.1.6.10.1.1. All unloading chute, pen and corral fencing shall be designed to Buffalo handling standards.

3.3.1.6.10.1.1.1. Posts are to be 4" OD Schedule 40 (1/4" wall) Carbon Steel set in concrete.

3.3.1.6.10.1.1.2. Horizontal pipes are to be 2" OD Schedule 40 (.154" wall) Carbon Steel

3.3.1.6.10.1.1.3. Plate steel covering all sides of the corral and holding pens to be ¼" plate Carbon steel. Plate steel to be from continues from 6" above finished floor to 6' above finished floor.

3.3.1.6.10.1.1.4. All metal posts, horizontal, and plate steel to be welded at all points of contact to other surfaces (no open spaces between welds.

3.3.1.6.10.1.1.5. All Gates to be designed to be sliding and of the same steel requirements listed above for Buffalo processing.

3.3.1.6.10.1.1.6. Along the unloading chute and along outside of pen shall be a walking plat form at 3' above finished floor to allow for staff to work the buffalo from outside the chute and pen and above the plate steel walls.

3.3.1.6.10.1.2. The unloading chute is to be designed for cattle trailer height unloading.

3.3.1.6.10.1.3. The concrete floor under the unloading chute, pens, corrals and concrete is to extend at minimum 5' outside all fencing, walking platform, etc.

3.3.1.6.10.2. Slaughter / kill Room.

3.3.1.6.10.2.1. All necessary equipment necessary for the slaughter process from killing to hanging of carcass in the "hot box" room.

- 3.3.1.6.10.2.2. Squeeze chute inside the building with capability of lowering and tipping the animals after death onto the tables to start slaughter process.
 - 3.3.1.6.10.2.3. Located at the squeeze chute is to be 2 air operated bolt gun systems one rated for Beef, and one rated for Buffalo.
 - 3.3.1.6.10.2.4. Tables and storage bins for the hides, intestines, and other non-usable parts.
 - 3.3.1.6.10.2.5. Blood storage / separator as necessary to limit the amount of blood, fat and other byproducts from washing down the floor drains.
 - 3.3.1.6.10.2.6. Power bone saws for start of carcass breakdown into halves.
 - 3.3.1.6.10.2.7. Start of rail system for hanging of carcasses as they move throughout the facility.
 - 3.3.1.6.10.2.8. Hot water in abundance for slaughter processing and washdown of the room upon completion.
 - 3.3.1.6.10.2.9. Conditioned and humidity-controlled air space throughout the year.
 - 3.3.1.6.10.2.10. Space for 2-4 employees and the USDA inspector at time of processing within this space.
 - 3.3.1.6.10.2.11. Floor drains for washing down space daily and should include separators to limit amount of fat and other byproduct from washing down the floor drains.
- 3.3.1.6.10.3. Hot Box storage – 1st carcass cooling room**
- 3.3.1.6.10.3.1. Chilled room to hang all carcasses slaughtered in one day for a minimum of 1-2 days to limit moisture and humidity issues in carcass hanging room.
 - 3.3.1.6.10.3.2. If large enough, the room can be used for processing meat as needed when not being used as a “Hot Box” storage.
 - 3.3.1.6.10.3.3. Continuation of Rail system from Slaughter Room into the Carcass hanging room.
 - 3.3.1.6.10.3.4. Floor drains for washing down space daily and should include separators to limit amount of fat and other byproduct from washing down the floor drains.
- 3.3.1.6.10.4. Carcass hanging Room.**
- 3.3.1.6.10.4.1. All beef and buffalo carcasses are to hang for up to 2 weeks prior to processing. Potential of 20 – 30 Carcasses hanging at any one time when at max capacity of production.
 - 3.3.1.6.10.4.2. Beef and Buffalo carcasses when hanging are required to be kept separated from other animals that may be processed (i.e. deer, pig, Lamb, etc.).

3.3.1.6.10.4.2.1. The rail system should be planned accordingly with extra rows of rail to allow for separation during the holding period.

3.3.1.6.10.4.3. The Rail system will have multiple rows within the carcass hanging room, and any row should connect to rail that continues into the Meat processing room.

3.3.1.6.10.4.4. Rail system to include a scale mounted on the rail for weighing each animal after slaughter prior to processing.

3.3.1.6.10.4.5. Floor drains for washing down space daily and should include separators to limit amount of fat and other byproduct from washing down the floor drains.

3.3.1.6.10.5. Meat Processing Room

3.3.1.6.10.5.1. The carcass breakdown area in the meat processing room will include a power winch ability to low the carcass onto the meat processing tables without heavy lifting by staff.

3.3.1.6.10.5.2. Space shall include ample amounts of stainless-steel processing tables.

3.3.1.6.10.5.3. Power bone saws for processing and breakdown of carcasses into desired meat cuts.

3.3.1.6.10.5.4. Space for Bins used for separating meat, bone, finished product, meat for hamburger, etc.

3.3.1.6.10.5.5. Grinding and tubing / packaging machines for meat, sausage, other product packaging.

3.3.1.6.10.5.6. Meat wrapping stations for paper wrapped product, shrink wrapped product.

3.3.1.6.10.5.7. Scales for weighing finished products.

3.3.1.6.10.5.8. Floor drains for washing down space daily and should include separators to limit amount of fat and other byproduct from washing down the floor drains.

3.3.1.6.10.6. Smoking / finish product space:

3.3.1.6.10.6.1. Room designed for 1-2 large industrial smokers with complete temperature control and monitoring of the meats within the smoker.

3.3.1.6.10.6.2. Gas and venting as required for the industrial sized smokers within the facility.

3.3.1.6.10.6.3. Additional walk-in cooler space for smoked products. This cooler is separate from other coolers as it is required in the USDA regulations in food production. Ability to monitor temperatures of meats being stored in walk in cooler and cooler air & humidity is required for license requirements.

3.3.1.6.10.7. Freezer / Cooler Space:

3.3.1.6.10.7.1. It is desired to have bigger space than necessary to start the facility with, as freezer and cooler space is the one item that most meat processing facilities continue to add on due to requiring additional storage space.

3.3.1.6.10.7.2. If possible, it would be great to combine and use the freezers and coolers as much as possible for both the meat packing operation as well as the mercantile for extra food storage space.

3.3.1.6.10.7.2.1. If necessary due to regulations add separator walls between portions of the freezer to create the separation.

3.3.1.6.10.7.3. Cooler / Refrigeration coolers should have separate sections separated by a wall for meat, fruits and vegetables. Plastic separations are not enough to prevent spoiling of the fruits and vegetables during long term storage.

3.3.1.6.10.7.4. Redundant equipment on all refrigeration equipment, to prevent loss of food due to equipment failure.

3.3.1.7. Offices / Mechanical / Restrooms / other (approximately 4,000 Sq. Ft.)

3.3.1.7.1. Offices

3.3.1.7.1.1. Individual offices for 4 staff members. Offices sizes are to be a minimum 12 ft. x 12 ft. and to include space for a L shaped desk, guest seating for 2 and a 4-drawer file cabinet.

3.3.1.7.1.2. One Director office that is to be minimum 12 ft. x 14 ft. and to include space for an L shaped desk, guest seating for 2 and option for small table 4 up to 4 to sit at.

3.3.1.7.1.3. Large room with space for 4-6 staff members to have a desk location. Can be desk locations with modular walls separating the desks.

3.3.1.7.2. Restrooms

3.3.1.7.2.1. Proper number of water closets within the facility for 8 staff members as well as potential of 210 Guests / visitors at the facility.

3.3.1.7.2.2. Restrooms to meet ADA requirements.

3.3.1.7.2.3. Restrooms to include space for baby changing stations.

3.3.1.7.2.4. If required by USDA or other building codes shower facilities may be required in the restrooms, or in a separate portion of the building. Meat processing and or the other staff working with fertilizers and other chemicals may require the facility to include showers.

3.3.1.7.3. Break Room

3.3.1.7.3.1. Space to include a countertop big enough for microwave, Brun Coffee Pot, and additional space for use by staff.

- 3.3.1.7.3.2. Sink to be included in the counter.
- 3.3.1.7.3.3. Space for a full-size refrigerator with ice maker to be included in the space.
- 3.3.1.7.3.4. NO COOKING equipment will be included in the breakroom.
- 3.3.1.7.3.5. Space for tables and chairs for up to 8 staff members.

3.3.1.7.4. Mechanical rooms

- 3.3.1.7.4.1. Space for all Hot water and water softener systems with proper clearance for maintenance.
- 3.3.1.7.4.2. Space for all Electric panels with proper clearance.
- 3.3.1.7.4.3. Space for any and all mechanical equipment that is necessary inside the building.
- 3.3.1.7.4.4. Space for any required fire suppression equipment inside the building.

3.3.1.7.5. IT Room

- 3.3.1.7.5.1. The minimum size is to be 12 ft. x 12 ft. to allow for proper clearance.
- 3.3.1.7.5.2. The space around the UPS and data racks within the room shall have a three (3) FT. clearance.
- 3.3.1.7.5.3. IT room to include space for an APC UPS system large enough to accommodate all IT equipment and alarm equipment in the room as well as provide power to one electric outlet at each desk/computer location, as well as any TV or electronic equipment throughout the facility. NOTE: To eliminate the need of small individual UPS units at each computer location.
- 3.3.1.7.5.4. The IT room shall have mounted on the walls all Access control panels, security alarm panels, fire alarm panels, and Solidyne Head End main HVAC control cabinet.
- 3.3.1.7.5.5. The IT Room shall have its own HVAC system and monitored by Solidyne for temperature and humidity.
- 3.3.1.7.5.6. IT room floor shall be static resistant VCT flooring.
- 3.3.1.7.5.7. NO wet sprinkler system equipment or heads to be installed in the IT room. If Fire suppression is necessary, the IT room shall utilize an FM200 or similar system.

3.3.1.7.6. Pavilion / covered space for Farmers Market space

- 3.3.1.7.6.1. Space to allow for other vendors to set up booths to sell home grown food and other products like a farmers' market. (approximately 10-20 booths)
- 3.3.1.7.6.2. Covered space to adequate LED lighting.
- 3.3.1.7.6.3. Covered space to have ceiling fans to provide air movement as desired.
- 3.3.1.7.6.4. Concrete floor that can easily be washed down on a regular basis.

3.3.1.7.7. Optional Rooms / capabilities – To be determined by projected cost of building at time of design and construction.

3.3.1.7.7.1. Elevator (as applicable and to allow for growth up to reduce size of footprint of building.

3.3.1.7.7.1.1. Installation of an elevator to provide ADA compliant access to potential placement of offices and other rooms on the second floor.

3.3.1.7.7.1.2. Should be rated for use more than just personal use as it may be used for moving furniture or other items to the second-floor space.

3.3.1.7.7.2. Best Available Refuge Area (BARA) / FEMA Rated Shelter.

3.3.1.7.7.2.1. Potential option to design the space as a FEMA rated IC-500 Shelter. If projected cost during design is too high for project, then potential option to reduce to a BARA rated room.

3.3.1.7.7.2.2. The option is to design portions of the building to provide storm protection or BARA for all staff and projected guests (total of 220 individuals).

3.3.1.7.7.2.3. Potential rooms to include as the BARA/Shelter would be the large training / classrooms and the restrooms.

3.3.2. Proposal shall include proposed (SD) set of drawings which should include a potential floor plan per the design/build team submittal. PBPN does request a generic site plan to show space for building, parking lot, and semi-truck turn around, and any lagoon or Wastewater facilities that may be required for reference. It is understood that until a location is determined by PBPN the site plan will not be set to a specific location.

4. Facility & Construction Components (PBPN standard – Similar to existing buildings)

4.1. Structural Components

4.1.1. Structure to consist of structural framing to be of required materials for the components requested within this facility. Typical versions of structural components are CMU block walls, Wood, Metal, Structural Steel, Light Gauge Structural steel, etc.

4.1.1.1. Alternate methods of framing must be pre-approved by Owner and similar in total cost as the proposed type of building.

4.1.2. Structural framing and walls shall be of similar quality and make, with the most affordable option at time of design.

4.1.3. The building shall have sufficient venting, soffits, or other as required by the building code for the type of structure proposed.

4.1.4. Design loads:

Roof Live Load:	20 PSF
Snow Load:	20 PSF
Floor Live Load:	50 PSF

Wind Load: 100 mph; exposure C

4.2. Vapor Barrier and Insulation

- 4.2.1. Installation of a moisture / vapor barrier as dictated by building design and building code.
- 4.2.2. Caulking of building as required by code, manufacturer requirements, etc.
- 4.2.3. Insulation requirements shall be minimum R-19 exterior walls and R-40 roof.
 - 4.2.3.1. Adjustments of this insulation minimum may be required should portions of the facility itself be built as the freezer and cooler walls and floors.
- 4.2.4. If insulation is proposed to be blown into the attic area, there shall be either a metal lining, GPBD ceiling, or other means installed as a hard ceiling before installation of blown in. Plastic sheeting will not be allowed below the rafters for installation of insulation. (NOTE: This should be considered when looking at the Fire Suppression requirement as to if the attic will require fire suppression.)

4.3. Design & Interior Finishes

- 4.3.1. All design and construction design are to be completed to the PBPN approved building codes (all trades). (See Attachment “J” for List of PBPN approved Codes) Most relevant codes listed below, but only applicable codes for project will need to be met. Any additional work requiring codes not listed below will need to be designed to the most recently published edition of the code in comparison with the 2018 IBC.
- 4.3.2. Hallway widths to be a minimum of 5 feet or as applicable per building codes & ADA compliant design standards. Hallway ceilings to be a minimum of 9 feet in height above finished floor.
- 4.3.3. All ceiling heights to be minimum of 9’ above finished floor.
 - 4.3.3.1. Acoustical panel ceilings to use square edge 2210 or 2215 with 15/16” grid system and BOD USG 2’ x 2’ x 5/8” suspended radar climaplus (55NRC/35CAC)
 - 4.3.3.2. Acoustical panel ceilings located in kitchen and food preparation areas will require either PVC coated gypsum or other UL rated tiles for these areas within the facility.
- 4.3.4. Any interior drywall used shall be 5/8” “fire resistant” material. Ceilings shall be drywall with medium “knock- down” texture and (2) coats of latex paint. Walls to be smooth (Level 5) finish and (2) coats of latex paint.
 - 4.3.4.1. Any Gypsum / Drywall installed in potential wet environments shall be the mold / moisture resistant type.
 - 4.3.4.2. No high ceilings of sheetrock or acoustical tile to be installed within the mechanical, IT, Warehouse, meat processing facility (if building is designed as the cooler/freezer walls) unless required by building code.
- 4.3.5. Floor Finishes – See PBPN standard materials spreadsheet for Manufacturer / type / model and color for new installations. (for quality and level of finish, not necessarily the color)
 - 4.3.5.1. Carpet Squares (CPT) to be installed in all offices, conference rooms, hallways within office areas, etc.

- 4.3.5.2.** Walk Off Carpet squares (CPT-WO) in all main entrances and within the vestibule.
 - 4.3.5.3.** VCT tile in all breakrooms, clinical visitation rooms, mercantile space, and hallways other than in the office area. (where product and materials may be moved on carts and dollies frequently) and other rooms not to be carpet or ceramic tile.
 - 4.3.5.3.1.** All VCT tiles shall be installed wall to wall under equipment and cabinets prior to installation of such equipment and cabinets.
 - 4.3.5.3.2.** All VCT flooring shall be cleaned, waxed, and burnished prior to installation of any equipment or cabinetry within the room. The waxing and burnishing will need to be scheduled through the PBPB CMD department so that the PBPB standard and quality of wax and finish is installed properly.
 - 4.3.5.4.** VCT Static Resistant VCT is to be installed within all IT Rooms.
 - 4.3.5.4.1.** Installation will require the use of Static Resistant adhesives as well as wax / finish coat per manufacturer recommendations.
 - 4.3.5.5.** Ceramic Tile is to be installed in all Restrooms. Ceramic tile in restrooms to 60" AFF with Schluter Jolly Trim, Paint finish to match tile.
 - 4.3.5.5.1.** Porcelain Tile 12" x 24" with MAPEI Flexcolor CQ Epoxy Grout.
 - 4.3.5.6.** 4" Rubber base along all VCT and CPT locations.
 - 4.3.5.7.** Warehouse space can be sealed concrete floors or epoxy with grout.
 - 4.3.5.8.** Meat processing floor to be of type and finish that provides slip resistance, easily cleaned and washed down. (sealed/painted concrete / epoxy floor, other as determined during design stage)
- 4.3.6. Signage**
- 4.3.6.1.** The building code required signage and building standard room signs including typical ADA/Braille compliant signs on all doors plus several public wayfinding signs.
 - 4.3.6.2.** Use of PBPB standard signage for the new addition is required within the new sections of this building addition. All doors shall have a sign next to the door with the door number, and a location where PBPB staff can print staff names, or department names.

4.4. HVAC System

- 4.4.1.** Redundant systems will be necessary for all refrigeration equipment for the walk-in coolers / freezers, and the meat processing facility. Should one system fail, or should components of a system fail another system is ready to operate automatically and not reduce capabilities or temperature and humidity control of the spaces.
- 4.4.2.** Humidity monitoring and control of facility. Portions of meat processing and chilling of carcasses will create high humidity which will be necessary for control to prevent potential issues for cold storage.

- 4.4.3. Use of VAV and individual room controls for all remaining portions of the facility are desired when planning the best equipment for building space.
- 4.4.4. All HVAC and refrigeration equipment will be required to connect to and utilize the PBPN standardized Solidyne HVAC control system for monitoring of all rooms and zones.
- 4.4.5. All IT rooms are to have Separate systems for the IT Room for cooling of equipment and connected to the HVAC monitoring system to alert to high temperatures.
- 4.4.6. Optional FEMA rated shelter shall have its own HVAC system for this space and be located within the shelter space to provide HVAC conditioning at time of sheltering in place at the facility.
- 4.4.7. PBPN has contracted vendor to perform all installations for HVAC. Chosen contractor will be responsible for providing the installation utilizing the PPBN vendor. (see Attachment “M” PBPN vendor and Attachment “L” standardized material Spreadsheets)

4.5. Plumbing Installation

- 4.5.1. All toilets are to be commercial grade floor mounted and have a weight rating of 350 lbs.
- 4.5.2. All toilets and urinals are to have low flow flush valves at a usage rate of 1.6 Gallons per Flush
- 4.5.3. All faucets are to be low flow faucets at a rate of ½ gallon per minute flow and be wave / hands free operation (battery operated).
- 4.5.4. Extra means of hot water storage and use will be required in portions of the facility such as the meat processing facility.
- 4.5.5. Hydrants will be necessary at more locations on the exterior of building than normal to provide access to wash down areas such as the animal unloading & corral areas, farmers market area, and potential use for watering of garden spots onsite.
- 4.5.6. A new RWD meter and line will need to be planned for the facility.
- 4.5.7. Piping for Fire suppression, if necessary, may be required for installation to the building from point of RWD connection.
- 4.5.8. Floor drains and other drainage
 - 4.5.8.1. As applicable if a floor drain is installed in the warehouse or other locations that would require an oil & Sand separator this installation shall be included as part of the project.
- 4.5.9. Wastewater
 - 4.5.9.1. Wastewater will need to be planned and determined as to type and installation requirements. Soils at PBPN are typically “fat” clays and lateral systems may not meet requirements in which Lagoon system may be necessary.
 - 4.5.9.2. Design and installation will also include any necessary lift stations, grinder pumps, or other means for proper flows of effluent from the facility.
 - 4.5.9.3. Grease traps for kitchen drains will be required and placed in an accessible location for maintenance.

4.5.9.4. Meat processing facility may require an additional design and installation criteria for proper management of the “red” water and animal byproduct from the slaughter room as well as the wash down of the entire facility.

4.5.9.4.1. If a “red” water lagoon is installed this lagoon may require additional mechanical aeration to provide operation of the lagoon system.

4.5.9.4.2. Potential need for additional separators or other equipment for floor drains within the meat processing facility to control amount and types of material that washed during cleanings.

4.5.10. Gas / Fuel

4.5.10.1. The gas for the facility will be Propane.

4.5.10.2. Plumbing vendor will be responsible for all gas lines (vapor / liquid Propane).

4.5.10.3. Liquid Propane line installation – Shall use thread sealant on fittings requiring the sealant that is rated for Liquid Propane and High-Pressure gasses.

4.5.10.4. MEP Engineer will need to size the size of regulators necessary for gas line to the building.

4.5.10.5. MEP engineer to recommend size and/or Quantity of propane tanks for the facility and all generator fuel.

4.5.10.5.1. A generator if installed a FEMA shelter will be required if liquid propane to fueled from a Propane tank that is buried per all manufacturer and building codes. This will allow for fuel to generator at times of sheltering as needed.

4.6. Restrooms

4.6.1. The Contractor is responsible for all bathroom hardware to meet ADA compliancy. This will include the layout and installation of all necessary grab bars per the construction drawings and building code.

4.6.2. PBPN will provide all baby changing stations, toilet paper dispensers, paper towel dispensers, soap dispensers, etc. and the contractor will be responsible for all support backing in the walls, and installation of the dispensers provided by PBPN.

4.7. Electric Installation

4.7.1. There shall be a minimum of one red 120-volt 20-amp convenience receptacle located at each office, cubicle, other electronic equipment (TV’s, IT equipment, Access Control Panels, Alarm panels) to be fed from either the UPS or electric panel fed off the UPS. These red outlets will represent that those circuits are UPS powered outlets and only electronic equipment is to be plugged into them.

4.7.2. MEP engineer for project to determine size of UPS per potential loads of the new facility. Installation of an APC uninterruptable Power Supply (UPS) large enough to support all power to all receptacles new facility, for the connection of computers, TV’s, additional alarm system panels, additional access control panels, and other electronic equipment. (See 3.10.1 All receptacles within the facility that are to be powered by UPS are to be Red in color.)

4.7.3. Automatic Standby Generator Installation

- 4.7.3.1.** Installation of all Transfer switches, gear, and Generators for the operation of the entire facility.
- 4.7.3.2.** PBPN would prefer a MPS system to allow for redundancy and not rely on one generator for all power to the facility.
- 4.7.3.3.** One generator of the MPS shall be for the optional FEMA shelter if included with the project and be located within the shelter space to allow for power generation during times of sheltering.
- 4.7.3.4.** PBPN has standardized with Generac Generators and has preferred Liquid Propane generators. Diesel are an option but also have additional fuel issues that PBPN has to monitor during maintenance of the generators.
- 4.7.3.5.** Generators to be installed with E-Stop switches per applicable codes.
- 4.7.3.6.** Generators do not require an annunciator panel within the building, as PBPN utilizes Omni-Metrix cell and satellite monitoring for all generators that provides instant alerts to multiple staff of generator status and any alarms.
- 4.7.3.7.** PBPN has a contracted vendor to perform all installations for Generac Generators. Chosen contractor will be responsible for providing the installation utilizing the PBPN vendor. (see Attachment "M" PBPN vendor and Attachment "L" standardized material Spreadsheets)
- 4.7.4.** Location of outlets to be determined by furniture layout for each location.
- 4.7.5.** Receptacles are to be commercial grade 20 Amp outlets. (color TBD)
- 4.7.6.** All cover plates are to be stainless steel for outlets, switches, data ports, etc.
- 4.7.7.** Provide maximum room lighting, switch locations, and lighting level options with motion detector room light switches. All lights are to be LED lighting with dimmers and in areas of egress, or other code compliant areas dimming level will be restricted at time of installation.
 - 4.7.7.1.** All Motion controls are to be Lutron Brand that is compatible with the chosen LED fixtures.
- 4.7.8.** PBPN has standardized all parking lot lights to be RAB lighting with the RAB motion options for dimming when there is no movement in the parking lot, and slow ramp brightness to 100% upon movement (electricity savings and reduced light pollution).
 - 4.7.8.1.** All RAB Exterior parking lot lights will require the installation of an anti-vibration cap on the poles, and installation of a surge arrestor in each light pole. These are the responsibilities of the contractor.
- 4.7.9.** Any Installation for a potential Wall Mount TV will require the installation of a rated wall box for electric and data (within same box) is required where applicable. Where applicable Box is to be located on wall and is to be 72" AFF to top of box. Electrical Outlet is to be connected to the UPS for protection.
- 4.7.10.** Installation of floor boxes in the conference and classrooms to align with potential conference room tables to provide power and data wiring to each in-floor location.

- 4.7.11. Electric service size and voltage to be determined by MEP engineer during design stage. Service size shall be larger than calculated for facility to allow for future growth or additional equipment and not require replacement of electric service at that time.
- 4.7.12. Any new Electric gear and equipment shall be Schneider Electric / Square D variety to meet the PBPN standardization of equipment for buildings.
- 4.7.13. An entire building TVSS system shall be installed for surge protection at or within the main panels.
- 4.7.14. Electrical service shall be rated to allow for connectivity of Solar arrays and equipment. MEP engineer is also requested to provide sizing and installation of a solar array.
 - 4.7.14.1. Options to power 50% of facility as well as 100% of the facility are requested for discussion and approval during design stage.
- 4.7.15. A lightening protection system shall be installed on the facility per applicable codes.
- 4.7.16. Electric Contractor responsible for installation of PBPN standardized Snake Tray cable tray for all low voltage and data wiring. Type and path to be determined by the PBPN contracted Data vendor during design stage.
 - 4.7.16.1. Cable tray is to be installed prior to any low voltage wiring for HVAC, Data, Access control so that all low voltage can utilize the tray. PBPN prefers to limit use of J-hooks or other means of supporting low voltage wire within the facilities.
- 4.7.17. Electric Conduit as well as all equipment / hardware for installation for the Fire Alarm System are required to be Red in color throughout the facility.

4.8. Data & IT Cabling

- 4.8.1. Data and IT cabling per PBPN standards and wiring methods. Each data location is to have 3 data drops (blue, white, green) as well as all cabling, wall jacks, and patch panels must match in color. Here is a list of PBPN wire color standards:
 - Blue - Data
 - White - Phone
 - Yellow - POE, camera, digital signage, WAP, specialized equipment
 - RED - Security Alarm, Fire Alarm, and Access Control
 - Orange- IT servers
- 4.8.2. All fiber installations will be Single Mode (allowing up to 40 GIG transmission) and a minimum of 12 fibers per cable. All fiber must be of a metal jacketed variety for protection when installed within a facility.
- 4.8.3. All data wiring and other low voltage wiring in the facility must be installed in a wire tray system throughout the facility. J Hooks are not allowed unless no other means is available. PBPN has standardized the use of Snake Tray and their many different cable management systems.

- 4.8.3.1.** Layout of Cable tray per the PBPN contracted vendor. Installation per the Electrical Contractor for project.
- 4.8.4.** PBPN has contracted a vendor to perform all installations for all IT and data installations. Chosen contractor will be responsible for providing this installation utilizing the PBPN vendor. (see Attachment “M” PBPN vendor and Attachment “L” standardized material Spreadsheets)
- 4.8.5.** All IT data wiring is to be placed in an enclosed rack in the middle of the new IT room and will be the termination location for all PBPN Owner supplied patch panels, switches, etc.
- 4.8.6.** Installation of CCTV cameras to match the Avigilon system already installed throughout PBPN. Contractor to use the PBPN contracted vendor for all CCTV installations.
 - 4.8.6.1.** Camera installations to be included in all hallways, Kitchens, Meat Processing, Mercantile and exterior of the building per the PBPN standardized location layouts for facilities.
- 4.8.7.** Any Installation for a potential Wall Mount TV will require the installation of a rated wall box for electric and data (within same box) is required where applicable. Where applicable Box is to be located on wall and is to be 72” AFF to top of box. Electrical Outlet is to be connected to the UPS for protection.
- 4.8.8.** Information Technology (IT) Server / room Minimum standards (if applicable)
 - 4.8.8.1.** The minimum size room is to be 12 ft. x 12 ft. to allow for proper clearance.
 - 4.8.8.2.** The space around the UPS and data racks within the room shall have a three (3) FT. clearance.
 - 4.8.8.3.** PBPN standardized equipment is APC brand of UPS system. This equipment shall be of same make for PBPN maintenance, and contracts with APC for yearly maintenance and emergency response for troubleshooting and repair.
 - 4.8.8.4.** Installation of an APC uninterruptable Power Supply (UPS) large enough to support all servers, power to all receptacles within the facility for the connection of computers, TV’s, alarm systems, access control panels, and other electronic equipment. (All receptacles within the facility that are to be powered by UPS are to be Red in color.)
 - 4.8.8.5.** Shall have a dedicated HVAC system and shall have the ability to alert all unsatisfactory conditions by remote monitoring through the Solidyne control system.
 - 4.8.8.6.** Shall contain all Access Control panels for the building.
 - 4.8.8.7.** Shall contain all Alarm Panels for the new building (Security, Fire, etc.)
 - 4.8.8.8.** The flooring shall be static resistant VCT flooring.
 - 4.8.8.9.** Blocking or plywood will be required behind any panels mounted to the walls and will be the responsibility of the contractor for the installation.

4.9. Fire Alarm Installation

- 4.9.1. Installation of Fire Alarm detectors, strobes, pull stations, duct detectors, and all other associated wiring and equipment to match the PBPN current standard system which is Notifier Brand equipment and equipment that is compatible with the Notifier panels. Components are to be addressable.

4.10. Fire Suppression System

- 4.10.1. Fire Suppression wet & dry as required by Building code for a facility of this type with these divisions within the facility. Design and installation per applicable building codes.
- 4.10.2. IT Room if requiring Fire suppression in the facility is to not have a wet fire sprinkler line or head within the room. Use of an FM-200 or similar style of system will be required in the IT room.

4.11. Security Alarm System

- 4.11.1. The Contractor will be responsible for making sure that the PBPN contracted vendor for security systems will provide installation of motion sensors and door contacts on all exterior doors and connect wiring to the existing system within the facility.
- 4.11.2. All exterior doors is required to have a keypad installed near the entrance and near the location of any light switches.
- 4.11.3. PBPN has contracted a vendor to perform all installations for all IT and data installations. Chosen contractor will be responsible for providing this installation utilizing the PBPN vendor. (see Attachment “M” PBPN vendor and Attachment “L” standardized material Spreadsheets)
- 4.11.4.

4.12. CCTV system

- 4.12.1. Installation of cameras throughout the new building per the recommendation of the PBPN contracted vendor for cameras within PBPN facilities.
- 4.12.2. PBPN has contracted a vendor to perform all installations for security systems and cameras. Chosen contractor will be responsible for providing this installation utilizing the PBPN vendor. (see Attachment “M” PBPN vendor and Attachment “L” standardized material Spreadsheets)

4.13. Access Control for all doors within the new addition.

- 4.13.1. PBPN requires that all doors in the building be access control operated. This new building would be considered “keyless” for staff working in this portion of the building. Access control shall be the PBPN standard Avigilon system and all PBPN standardized equipment for the wiring, readers, equipment, panels, programming, door hardware, etc. for the complete installation.
- 4.13.2. PBPN has contracted a vendor to perform all installations for access control. Chosen contractor will be responsible for providing this installation utilizing the PBPN vendor. (see Attachment “M” PBPN vendor and Attachment “L” standardized material Spreadsheets)

4.14. Items listed for exterior components in items 4.15 – 4.19 below for the building are in reference to Installation of Exterior components of varying types at the PBPN health

Center. These are to be for reference only, and colors, finishes, and other options will be determined during the design stage and items listed below may not be applicable due to change of exterior façade type.

4.15. Roofing and Gutters (as Applicable – Based on Health Center Construction)

- 4.15.1. Light metal gauge metal roof trusses or other recommended and approved per building code.
- 4.15.2. TPO Roofing installed on ½” coverboard over minimum R-30 rigid insulation.
- 4.15.3. TPO rated Walk path to roof overflow / roof drains.
- 4.15.4. Provide ladder or other means as necessary for accessing roof, and if different heights of roofs, a means to access each level of TPO roof.
- 4.15.5. Insulation to be tapered / sloped to allow for positive drainage to roof drains where roof trusses are not planned to be sloped for proper drainage.
- 4.15.6. As required properly formed crickets for positive drainage.
- 4.15.7. Prefinished metal cooping
 - 4.15.7.1. Installation should include slope of top 1” to the roof side,
 - 4.15.7.2. anchor front with continuous concealed metal Cleat.
 - 4.15.7.3. Overlap EIFS 1” minimum.
- 4.15.8. Proper expansion joint cover at existing wall and new addition as required and per the manufacturer’s approved recommendations for TPO membrane to allow for movement. Shall include all necessary material, flashing, and sealants required.
- 4.15.9. Prefinished metal scuppers, collector heads, and downspouts
- 4.15.10. Roof drain and overflow drains shall be included also.
- 4.15.11. All gutter downspouts will need to be connected to underground piping and daylighted away from the building. Gutters and Downspouts will be required to be sized appropriately for the building, and all piping in the ground to be sized appropriately.
- 4.15.12. Building to have seamless gutter and downspouts installed. Size of the gutter to be determined by the design team as the size and shape of the roof will determine the size of the gutters necessary.

4.16. Exterior façade / finishes (as applicable – Based on Health Center Construction)

- 4.16.1. It is recommended that the front facing portion of building and portions of building where guests / visitors / farmers market entry is located to be similar to other buildings with EIFS, and mortared Stone (NO DRY STACK ALLOWED) and/or brick.
 - 4.16.1.1. Building exterior façade beyond the front facing portion can be of Metal exterior and maintain similar colors as chosen for the front portion of facility, and or neighboring facilities as applicable.

- 4.16.2.** TPO roof portions of building roof area to include the exterior walls to be built with parapet walls at a TBD. Height.
- 4.16.3.** Vapor Barrier is to be installed as a liquid applied continuous air barrier as per building code and manufacturer requirements.
- 4.16.4.** As Applicable - Exterior Insulation Finish System (EIFS) to be installed where brick veneer and stone are not installed on exterior of the building.
 - 4.16.4.1.** Color is to match existing new addition building color.
 - 4.16.4.2.** EIFS with standard construction per Manufacturer U.N.O.
 - 4.16.4.3.** Installation of expansion and additional control joints as per Manufacturer recommendations.
 - 4.16.4.4.** Installation of standard EIFS drainage as per Manufacturer recommendations.
- 4.16.5.** As Applicable - Brick Veneer Wainscot with Rowlock sill
 - 4.16.5.1.** Installation of proper flashing as required for the brick installation, and transition to stone, EIFS metal or other façade finish.
 - 4.16.5.2.** 4" Brick Veneer anchored to backup structural wall with adjustable wall ties. NO CORRIGATE wall ties.
 - 4.16.5.3.** Adjustable masonry wire ties at 16" O.C. Vert., at 32" O.C. Horizontal set tie vertical at 16" O.C. for ROWLOCK course.
 - 4.16.5.4.** Proper weep vent installation at the bottom of all brick sections of the walls
- 4.16.6.** Stone installations
 - 4.16.6.1.** All stone is to be installed with mortar joints. NO DRY STACKED STONE on exterior or interior of buildings.
 - 4.16.6.2.** Proper weep vent installation at the bottom of all stone sections.
 - 4.16.6.3.** Typical sections see SOW Section #6 below for typical Sections.
- 4.17. Windows**
 - 4.17.1.** All windows are to be store front windows matching existing PBPN buildings in make, design, and color.
 - 4.17.2.** All glass is to be 1" Low E Insulating Glass with tint installation to match existing.
 - 4.17.3.** Installation of listed and approved sealants as required by manufacturer and building code for proper installation.
 - 4.17.4.** All store front windows are to be installed with proper pan, flashing, etc. per building code and manufacturer recommendations.

- 4.17.4.1. Provide manufacturer's aluminum subsill in same finish and pre-finish metal flashing below with turned up Dam returns at ends and back edge.
- 4.17.4.2. Expose only on exterior with hemmed edge to cover brick sill gap where applicable.
- 4.17.4.3. Provide pre-finished flashing with hemmed drip at head with flexible self-adhering counter flashing over metal pan to seal metal flashing to water barrier.
- 4.17.4.4. Typical sections see SOW Section #6 below for typical Sections.

4.18. Doors

- 4.18.1. Exterior doors to be thermally broken and anodized aluminum with 1" tinted, low "E" insulating glass with 4.5" x 2" Storefront System finish of dark bronze at main entrances.
- 4.18.2. Hollow Metal Frames and doors with flush face. BOD Curries 707 Series, 16 GA, Polystyrene Core, Side Seam, Paint finish to dark bronze (interior), Galvanized (exterior).
- 4.18.3. Interior Doors can also be HM Frames with Solid Core Wood Veneer Doors BOD VT Heritage Door 5ply custom, Grade A, Red Oak, plain sliced, book and running match, factory stain match color per owner approved stain color.
- 4.18.4. Mechanical and Equipment rooms to receive acoustical door kit including: Surface Mounted automatic door hardware bottoms and gasketing.
- 4.18.5. Door Hardware, Locks, levers, and cores to match the PBPN standardization for doors, function, style and quality.
- 4.18.6. Main Entry door(s) to be installed with powered door opener per PBPN standardization of door equipment.
- 4.18.7. All Main Entrances to be the double-doored "airlock" configuration (vestibule).
- 4.18.8. All doors located in Optional FEMA rated rooms shall confirm and meet all requirements per the ICC-500 and other applicable building standards for shelters.
- 4.18.9. PBPN has contracted vendor to perform all installations for Doors and Door hardware. Chosen contractor will be responsible for providing this installation utilizing the PBPN vendor. (see Attachment "M" PBPN vendor and Attachment "L" standardized material Spreadsheets)

4.19. Flashing & Sealant Installation

- 4.19.1. Flashing shall be installed at all locations required for proper drainage of wall systems and openings.
- 4.19.2. All window and door penetrations shall have proper flashing and listed sealant installed as per all manufacturer and other requirements.
- 4.19.3. All brick veneer wainscot shall have proper flashing installed at the top of the walls, as well as proper flashing at weep drains at bottom of wall as required.
- 4.19.4. Typical sections see SOW Section #6 below for typical Sections.

- 4.19.5. All penetrations through the exterior walls shall be properly sealed properly and per manufacturer's recommendations.

4.20. Concrete – Footings, Slabs, Sidewalks & Mow Strip

- 4.20.1. Installation of a 2' wide mow strip around the perimeter of the building and pinned to the buildings concrete to prevent movement.
- 4.20.2. Installation of ½" expansion material at concrete paving where applicable and install traffic rated sealant at top.
- 4.20.3. All concrete to be 4,000 PSF design with 1-1/2" rigid insulation board on the inside face of footings. (All concrete and base installations will be required to follow the recommendations of the Geo-technical report. Most prohibitive installation is the preferred method to be used.)
- 4.20.4. All concrete is preferred to be Rebar reinforced rather than wire mesh. If a mesh is used then chairs of the mesh and installing contractor must verify that the wire mesh is not pressed to the bottom of the concrete and is installed correctly.
- 4.20.5. Depth and type of LVC, and material for use under all paving, site paving, building pad, etc. will be required to be installed per the Geo Technical report for the site, and any and all engineered drawings yet to be completed.
- 4.20.6. All concrete on exterior of building is to utilize the PBPN standard Concrete sealant (Crete Defender). This is the responsibility of the contractor to coordinate with the PBPN Construction Management Department for the Sealant and tools necessary for installation (sprayer & pump).
- 4.20.7. PBPN will hire a 3rd party to perform Geo-technical testing and provide recommendations for base and concrete before design stage is to begin and to perform onsite testing and inspections of soils compaction, LVC compaction, Asphaltic pavement mix and quality, Concrete mix and concrete cylinder break strength.
- 4.20.8. Contractor will be required to perform all coordination and scheduling with the 3rd party vendor once project starts.
- 4.20.9. Contractor is responsible for all pavement Markings requiring alterations from existing markings per the plans (as applicable).
- 4.20.10. Buildings, sidewalks, and parking areas must comply with ADA design standards.
- 4.20.11. All ADA assessable access points shall be slopes in the sidewalk area, and not protrude into the parking areas.
- 4.20.12. Concrete pad installation for Trash dumpster and recycling bin locations at TBD location near building.

4.21. Parking Lots / Roadways / Paving

- 4.21.1. All parking lots and roadways are to meet the PBPN standards for asphaltic paving of mix and thickness. All paved areas shall be constructed with the understanding that heavy trucks may be driving and parking for un-determined amount of time.

- 4.21.2. All Asphalt is to meet the requirement of proper compacted AB-3 base (typically 6") or per Geo-Technical report for entire parking and driveway installations.
- 4.21.3. All Asphaltic paving shall be installed with no less thickness than 9". Layers are to be installed with a 4" base lift, 3" second base lift, and a 2" final lift.
- 4.21.4. All Asphalt for Asphaltic Concrete shall meet the requirements of the Special Provisions and KDOT Standard Specifications for State Road & Bridge Construction where applicable.
- 4.21.5. Asphalt mix for both the base lifts as well as the top lift shall be limited and not exceed 10% RAP (recycled Material) within the Asphaltic Mix.
- 4.21.6. All Tack oil shall meet KDOT Requirements for SS-1HP.
- 4.21.7. Asphalt Top overlay binder shall be PG 70-28 for all surface lifts.
- 4.21.8. See Attachment "O" and Attachment "P" for Special provisions and KDOT special provisions as to asphalt mixes for the project.
- 4.21.9. Pavement marking for all parking spots as well as other necessary pavement parking to be included as part of the project.
- 4.21.10. All Asphalt paving areas are to include a concrete curb in which the style and gutter as applicable to be determined during design stage of project.
- 4.21.11. Storm and surface water installations shall be designed and installed as part of the project as well.
- 4.21.12. Traffic signs including Stop signs at driveway points to roadways are to be included as part of this project.
- 4.21.13. Any required adjustments, additions, turn lanes, etc. to existing roadways for proposed vehicle and semi traffic in and out of facility shall be included as part of this project.

4.22. Other Contractor requirements

- 4.22.1. PBPN will provide Fire extinguishers and Fire extinguisher cabinets for installation in the building per the locations required by building code and the construction drawings as determined by the design team. The contractor is responsible for the installation of the cabinets during the project.
- 4.22.2. All sitework, trenching, backfilling, and seeding of the yard around the new building will be the responsibility of the approved contractor.
- 4.22.3. The Contractor is responsible for all construction site safety and construction security. Fencing, material storage, etc. is the responsibility of the contractor.
- 4.22.4. Contractor is responsible for all Trash and debris removal from the site. Any Recyclable material or left-over material from the project that cannot be sent back for a refund is the property of PBPN and should be turned over to the PBPN Construction Management department for use and storage as needed.
 - 4.22.4.1. All unused material purchased for Project is the property of the Owner - PBPN and PBPN CMD staff will assist with removal from site and storing for use as PBPN deems necessary.

4.22.4.2. All recyclable material removed during remodel or scrap material from new installations is the property of the Owner – PBPN and coordination with PBPN CMD staff will be necessary for collecting and removing from the site throughout the project.

4.22.5. The Contractor is responsible for applying for and purchasing the PBPN building permit, and planning review fees for the project. (See Attachment “K” for PBPN permit fee schedule)

4.22.6. The Contractor is responsible for all proper onsite storage for materials during the process of construction for the project. All Roll-off Connex Storage or other means of storage is the responsibility of the contractor.

5. NOTES / Additional requirements of contractor:

- 5.1. PBPN will be hiring and utilizing 3rd party testing throughout the project. Contractor will be responsible for contacting PBPN vendor to schedule all testing at the times it is required.
- 5.2. PBPN will require the entire project to be subject to Building Inspections by the approved PBPN vendor for Inspection Services. These inspections are for building Code compliance, and all requests for inspections are required to be made a minimum of 24 hours in advance in either writing or telecommunication.
- 5.3. The Contractor is responsible for all Coordination with Utilities and responsible for contacting Kansas One Call or Dig Safe prior to any movement of earth on the project. For obtaining underground utility locations, the Contractor shall utilize the Kansas One-Call service, telephone no. 1-800-344-7233.
- 5.4. PBPN utilities and other underground installations are not on Kansas One Call or Dig Safe. Anytime the contractor or one of their sub-contractors is required to contact dig-safe for locating underground utilities, they are required to contact PBPN Construction management for locating of all PBPN underground Utilities at the same time.
- 5.5. If, in the course of the work, the contractor encounters human remains, or recognized the existence of burial markers, archaeological sites, or wetlands, not indicated on the construction documents, the contractor shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Contractors are to contact the Construction Management Department (785-966-4031).
- 5.6. Project is Prevailing wage (Davis Bacon) and all labor documents will be required to be supplied to PBPN for their record keeping purposes. See Attachments “H”, “I”, “J” as to the current posted prevailing wage rates for Commercial Building, Highway, and Heavy Construction to apply the applicable prevailing wage rates to the appropriate parts of the project.
- 5.7. PBPN has a set list of approved vendors and material for their facilities. Please reference the attached forms that show what Specific vendors are the only ones allowed to perform certain installations. PBPN has also standardized certain material as the only brand or type of material to use within and on their buildings, the material added to this list at this time is on a sheet attached.
- 5.8. The Contractor is encouraged to find ways and options to change up material and other items to help in keeping the building as affordable as possible yet stay within IBC building code standards and requirements. Also, some items in the project cannot be removed as it is part of the requirements of the grant, grant application, and department requirements.

- 5.9. If more than one (1) acre of land is disturbed due to construction a SWIP plan will be required for the project.
 - 5.9.1. For tribal lands the SWIP plan is applied for and permitted through the Federal EPA department and not the State of Kansas.
 - 5.9.2. Any fees for the SWIP plan is the responsibility of the contractor.
 - 5.9.3. Contractor is responsible for the SWIP application and permit with EPA.

6. Owner Provided Items:

- 6.1. PBPN will provide Fire extinguishers and Fire extinguisher cabinets for installation in the building per the locations required by building code and the construction drawings. **The contractor is responsible for the installation of the cabinets during the project.**
- 6.2. PBPN will provide all baby changing stations, toilet paper dispensers, paper towel dispensers, soap dispensers, etc. and **the contractor will be responsible for all support backing in the walls, and installation of the dispensers provided by PBPN.**
- 6.3. PBPN will purchase all office furniture for the project. Design and layout of the furniture for the space will be part of the design process and contractor responsibility.
- 6.4. PBPN will purchase all Kitchen equipment for the project. **Contractors are responsible for installation, starting and testing of equipment.**
- 6.5. As Applicable:
 - 6.5.1. PBPN will purchase and have installed any and all wall mount TV's and conference room equipment to be installed per the PBPN standardized Clickshare equipment.
 - 6.5.2. PBPN will purchase all IT data switches necessary for the project.
 - 6.5.3. PBPN will purchase any applicable breakroom appliances i.e. refrigerator, microwave, coffee pot, etc.
 - 6.5.4. PBPN will purchase any applicable IT office equipment i.e. desktop computers, monitors, telephones, printers, copiers.
 - 6.5.5. PBPN will purchase any applicable timeclocks.
 - 6.5.6. PBPN will purchase and have installed any and all window blinds / shades per the standard PBPN equipment already installed.
 - 6.5.7. PBPN will purchase any Commercial Kitchen Cooking equipment and Contractor will be responsible for installation of all equipment.

ATTACHMENT “B”

BUDGET SHEET

To be provided by the bidder in a separate PDF as part of the Cost Proposal.

ATTACHMENT “C”

DRUG FREE WORKPLACE CERTIFICATION

The undersigned hereby certifies to the Prairie Band Potawatomi Nation, subject to penalty for perjury pursuant to the laws of the Prairie Band Tribal Court, that the following is true and correct:

1. The undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor.
2. The Contractor, in accordance with Government Code Section 41 U.S.C. Code §8102, the Drug-Free Workplace Act of 1988, shall provide a drug-free workplace by doing all of the following:
 - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition.
3. Establishing a drug-free awareness program to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace.
 - b) The person’s or organization’s policy of maintaining a drug-free workplace.
 - c) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations.
4. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision
 - a) Above and that, as a condition of employment on the Project, the employee agrees to abide by the terms of the statement.
5. The Contractor hereby acknowledges and agrees that, if the District determines that the certification given herein is false or that the Contractor violated this certification by failing to implement the requirements of Government Code Section 41 U.S.C. Code §8102, the Contract shall be subject to termination, suspension of payments, or both, and the Contractor shall be subject to debarment in accordance with the requirements of Code Section 8102.

Signature Company Representative

Date

Print Name

Title

ATTACHMENT "D"

DISBARMENT DISCLOSURE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 1249, Debarment and Suspension, 13 CFR part 145. The regulations were published as Part VII of the May 26, 1988 Federal register (Pages 1916-19211). Copies of the regulations are available for the local offices of the U.S. Small Business Administration.

1. The Prospective participant certifies to the best of its knowledge and belief that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - b) Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three (3) year period preceding this application Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective primary shall attach an explanation to this proposal.
3. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Name of Authorized Representative

Title of Authorized Representative

Firm Name and Address

Date

Attachment “F”
RFP Submission Checklist

Please initial next to each item as to verify that all listed items are included with the electronic submission to PBPN.

- 1) RFP Signed Technical Proposal (Content completed as per section 3 of RFP) _____
- 2) Signed copy of Attachment “C” Drug Free Workplace _____
- 3) Signed copy of Attachment “D” PBPN Disbarment Disclosure _____
- 4) Attachment “E” References _____
- 5) Attachment “B” Cost Proposal (completed as per section 3.7 of RFP) _____
- 6) Copy of Insurance Certificate per section 5.1 of RFP _____
- 7) Copy of Performance Bond, or letter of bonding agency of ability to bond _____
- 8) Copy of PBPN Business license or application for license upon award of project _____
- 9) Copy of signed Attachment “F” – RFP submission Checklist _____

Signature: _____

Date: _____