

# Request for Proposal (RFP) for Artificial Sport Surfaces, Installation and Related Materials

Solicitation Number: 35-20

Publication Date: Tuesday, October 6<sup>th</sup>, 2020

## Notice to Respondent:

Submittal Deadline: Thursday, November 19<sup>th</sup>, 2020 2:00 pm CST

Questions regarding this solicitation must be submitted to [questions@ncpa.us](mailto:questions@ncpa.us) no later than Thursday, November 12<sup>th</sup>, 2020. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Artificial Sport Surfaces, Installation and Related Materials for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Artificial Sport Surfaces, Installation and Related Materials, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at [ncpa.bonfirehub.com](http://ncpa.bonfirehub.com)

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.



Competitive Solicitation by  
Region 14 Education Service Center

For

Artificial Sport Surfaces, Installation and Related  
Materials

On behalf of itself and other Government Agencies

And made available through the  
National Cooperative Purchasing Alliance

RFP # 35-20



National Cooperative Purchasing Alliance

# Introduction / Scope

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- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Artificial Sport Surfaces, Installation and Related Materials.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Respondents must provide explanation on how they will provide either Catalog and/or price lists in their accompanying proposal. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

◆ Vendor Scope

- It is the intention of Region 14 ESC to establish a contract with vendor(s) for Artificial Sport Surfaces, Installation and Related Materials. Awarded vendor(s) shall provide products and perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those that are in place. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply.
- Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.
- Region 14 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, Region 14 ESC also requests any value-add product or service that could be provided under this contract.
- While this solicitation specifically covers Artificial Sport Surfaces, Installation and Related Materials, respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

# Instructions to Respondents

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- ◆ Submission of Response
  - Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
  - Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
  - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
  - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.
  
- ◆ Required Proposal Format
  - Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).
  
- ◆ Tabs
  - Tab 1 – Master Agreement / Signature Form
  - Tab 2 – NCPA Administration Agreement
  - Tab 3 – Vendor Questionnaire
  - Tab 4 – Vendor Profile
  - Tab 5 – Products and Services / Scope
  - Tab 6 - References
  - Tab 7 - Pricing
  - Tab 8 – Value Added Products and Services
  - Tab 9 – Required Documents

# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew for up to four (4) additional one-year terms or any combination of time equally not more than 4 years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.
  
- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
  - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
  - Availability of replacement parts
  - Life expectancy of equipment under normal use
  - Detailed information as to proposed return policy on all equipment
- All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

◆ Audit rights

- Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of

final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

- Region 14 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC or NCPA.

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Licenses and Duty to keep current licenses

- Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 14 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated. Vendor is expected to provide all required license(s) with this RFP response.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.



◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
  - Name, address and telephone number of protester
  - Original signature of protester or its representative
  - Identification of the solicitation by RFP number
  - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Cancellation for Non-Performance or Contractor Deficiency

- Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.
- Region 14 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract.
- Region 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
  - ◆ Providing material that does not meet the specifications of the contract;
  - ◆ Providing work and/or material that was not awarded under the contract;
  - ◆ Failing to adequately perform the services set forth in the scope of work and specifications;
  - ◆ Failing to complete required work or furnish required materials within a reasonable amount of time;
  - ◆ Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;
- Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of Region 14 ESC on demand.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal

counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

**If awarded vendor is going to do business in the State of Arizona, the following terms and conditions shall apply**

◆ Cancellation for Conflict of Interest

- Per A.R.S. 38-511 a School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the awarded vendor receives written notice of the cancellation unless the notice specifies a later time.

◆ Registered Sex Offender Restriction

- Pursuant to this order, the awarded vendor agrees by acceptance of this order that no employee of the awarded vendor or a subcontractor of the awarded vendor, who has been adjudicated to be a registered sex offender, will perform work on any School District's premises or equipment at any time when District students are, or are reasonably expected to be, present. The awarded vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

◆ Contract's Employment Eligibility

- By entering the contract, awarded vendor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. A School District/public entity may request verification of compliance from any contractor or subcontractor performing work under this contract. A School District/public entity reserves the right to confirm compliance in accordance with applicable laws. Should the School District/public entity suspect or find that the awarded vendor or any of its subcontractors are not in compliance, the School District/public entity may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the awarded vendor. All costs necessary to verify compliance are the responsibility of the award vendor.

◆ Terrorism Country Divestments

- Per A.R.S. 35-392, a School District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

◆ Fingerprint Checks

- If required to provide services on School District/public entity's property, awarded vendor shall comply with A.R.S. 15-511(h).

◆ Indemnification

- Notwithstanding all other provisions of this agreement, School District/public entity does not agree to accept responsibility, waive liability, or indemnify the awarded vendor, in whole or in part, for the errors, negligence, hazards, liabilities, contract breach and/or omissions of the awarded vendor, its employees and/or agents.

# Process

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor(s) whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to two (4) additional one-year terms or any combination of time equally not more than 4 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14 ESC.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$30 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

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- ◆ Product & Services/Pricing (40 points)
  - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and restocking policies and applicable fees, average Fill Rate, shipping charges and other)
  - Competitive Level of Pricing for vendor's available products and services
  - Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
  - Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
  - Other factors relevant to this section as submitted by the responder(s)
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
  - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,)
  - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
  - Respondent(s)' processes, and quality of organizational structure
  - Contract implementation/Customer transition
  - Financial condition of vendor
  - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)
  - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
  - Other factors relevant to this section as submitted by the proposer
  
- ◆ References (10 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  
- ◆ Qualification and Experience (15 points)
  - Respondent(s)' reputation in the marketplace
  - Past relationship with Region 14 ESC and/or NCPA members
  - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
  - Experience and qualification of key employees
  - Location and number of sales persons who will work on this contract
  - Marketing plan and capability
  - Past experience working with the government sector
  - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors

- Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
  - Other factors relevant to this section as submitted by the proposer
- ◆ Value Added Services Description, Products and/or Services (10 points)
- Marketing and agency Training
  - Customer Service
  - Sales force training (e.g.; internal training plan, corporate officer involvement, orientation commitment)
  - Marketing plan and capability (e.g.; contract rollout plan, benchmarks, goals)
  - Green initiative(s) (e.g.; philosophy, certificates, awards)
  - Quality and breadth of value add(s)
  - Other factors relevant to this section as submitted by the proposer



# Signature Form

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The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email address \_\_\_\_\_

Printed name \_\_\_\_\_

Position with company \_\_\_\_\_

Authorized signature \_\_\_\_\_

# Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of \_\_\_\_\_, by and between National Cooperative Purchasing Alliance (“NCPA”) and \_\_\_\_\_ (“Vendor”).

## Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated \_\_\_\_\_, referenced as Contract Number \_\_\_\_\_, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Artificial Sport Surfaces, Installation and Related Materials;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Agency Name	State	Zip Code	Date	PO or Job #	RQN Number	Sale Amount	Admin Fee
-------------	-------	----------	------	-------------	------------	-------------	-----------

**Total** \_\_\_\_\_

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee of three (3%) for the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of five (5) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**Vendor:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

# NCPA Registered Vendor Quotation Number

RFP responders are requested to agree to a quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization. Failure to receive the Vendor Registered Quotation Number can result in potential delays to your services and the only acceptable proposals need to have a NCPA Vendor Registered Quotation Number.

## NCPA Registered Vendor Quotation Number Process

Fill out the form on the Facilities page at [www.ncpa.us](http://www.ncpa.us)

(Direct link is <http://www.ncpa.us/Facilities/Register>)

### **\* Fill out and submit.**

- All registered vendor quotation number requests must be submitted *and* a proposal number received *before* you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 4 hours.
- If you have an emergency and need a quotation number sooner, call any member of the Facility Management team and we will help you.
- Include the quotation number on all proposals.

This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

Date \_\_\_\_\_

RFP Number \_\_\_\_\_

Company Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

# Tab 3 – Vendor Questionnaire

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Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |

**All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

• Respondent Certifies that this firm is a M/WBE

▪ **Historically Underutilized Business**

• Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of \_\_\_\_\_,  
State of \_\_\_\_\_

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

Manufacturer Direct  Certified education/government reseller

Authorized Distributor  Manufacturer marketing through reseller

Value-added reseller  Other: \_\_\_\_\_

◆ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

- Purchase Orders

Contact Person: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

- Sales and Marketing

Contact Person: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
    - Yes       No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
  - Yes       No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
  - Yes       No

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume



# Tab 4 – Vendor Profile

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**Please provide answers to the following questions in a clear and concise manner. Provide the question number in your response:**

**GENERAL:**

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Corporate office location.
5. List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
  - a. Sales
  - b. Sales Support
  - c. Marketing
  - d. Financial Reporting
  - e. Executive Support
8. Define your standard terms of payment.
9. Who is your competition in the public marketplace?
10. Overall annual sales for last three (3) years; 2017, 2018, 2019.
11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2017, 2018, 2019.
12. What is your strategy to increase market share in the public space?
13. What differentiates your company from your competitors?
14. Briefly summarize your company's Quality control/Quality assurance program.
15. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

16. Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.

**PRODUCTS:**

17. What is the reputation of your company's products in the public marketplace?

18. What equipment/system support documents will your company provide?

19. Identify the process of receiving a purchase order to the ordering of equipment.

20. Describe your company's shipping schedule notification procedures.

21. Describe how your company deals with shipping delays. How do you notify your customer of delays?

22. Provide your shipping schedule reporting form. How many times do you update?

23. How many products do you stock? Where?

24. Describe any direct order entry system or capabilities your organization has such as internet capabilities.

25. If your product is defective, what is the replacement process and turnaround?

26. What is the capability of your company to respond to emergency/rush orders?

27. State whether your company provides a quality guarantee on your products. If so, please describe.

28. Describe your procedures to monitor the quality of your products.

29. Do you offer extended parts and labor warranties? If yes, state length of warranty.

30. Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.

31. What states would your company not honor pricing on your supplied equipment for this contract, in the event that this contract is made available to all states?

## **SERVICES:**

32. Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
33. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
34. Please describe the quality program(s) within your company which measures your service work.
35. List your company's standard scope of work performed for preventative maintenance visits.
36. Describe your call center organization.
37. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
38. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
39. What is the reputation of your company's service in the public marketplace?
40. Identify the process of receiving a purchase order to the providing of a service contract.
41. Describe your company's post-installation and warranty support
42. Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.
43. Explain how your company would propose a planned turf replacement program including how you would identify replacement and how pricing would be addressed.
44. Describe what project scheduling tools your company use to track projects during construction.
45. Describe how your company handles site development and project permitting process.

46. Describe your company's design-build quality control guidelines for design, construction and review on a turnkey contract project.
47. What is your company's design approach and philosophy for a turnkey or retrofit contract project?
48. Describe your company's construction management plan.
49. What is your standard warranty on installation?
50. State whether your company provides a quality guarantee on your service. If so, please describe.
51. What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?

**SAFETY:**

52. Describe your company's safety program during service/repair work.
53. Describe your company's safety program during construction.
54. Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.
55. What reporting mechanism does your company provide to the customer upon completion of any project?

**MARKETING/ SALES**

56. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:
- a. A co-branded press release within first 30 days
  - b. Announcement of award through any applicable social media sites
  - c. Direct mail campaigns
  - d. Co-branded collateral pieces
  - e. Advertisement of contract in regional or national publications
  - f. Participation in trade shows
  - g. Dedicated NCPA and Region 14 ESC internet web-based homepage with:
    - i. NCPA and Region 14 ESC Logo
    - ii. Link to NCPA and Region 14 ESC website
    - iii. Summary of contract and services offered

- iv. Due Diligence Documents including; copy of solicitation, copy of contract and any
- v. amendments, marketing materials

57. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

58. Explain how your company plans to market this agreement to existing government customers.

59. Provide a detailed 90-day plan describing how the contract will be implemented within your company.

60. Describe how you intend on train your national and/or regional sales force on the Region 14 ESC agreement.

61. Acknowledge that your organization agrees to provide its company logo(s) to Region 14 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

62. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$\_\_\_\_\_ in year one

\$\_\_\_\_\_ in year two

\$\_\_\_\_\_ in year three

### **ADMINISTRATION**

63. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

64. Describe the capacity of your company to report quarterly sales through this agreement.

65. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

66. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

## **Green Initiatives**

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 14 ESC to [reduce our carbon footprint](#), reduce waste, promote energy conservation, ensure [efficient computing](#), and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

67. Please provide your company's environmental policy and/or green initiative.

## **Vendor Certifications (if applicable)**

68. Provide a copy of all ***current licenses, registrations and certifications*** issued by federal, state and local agencies, and any ***other licenses, registrations or certifications*** from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to ***licenses, registrations or certifications***. M/WBE, HUB, DVBE, small and ***disadvantaged business certifications and other diverse business certifications***, as well as manufacturer certifications for sales and service must be included if applicable.

# Tab 5 – Products and Services

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Respondents are requested to provide detailed description of your product offerings.

It is the intention of NCPA to establish a contract with vendor(s) for Artificial Sport Surfaces, Installation and Related Materials. Awarded vendor(s) shall perform covered services under the terms of this RFP and the contract terms and conditions.

NCPA is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of Artificial Sport Surfaces, Installation and Related Materials. Contractors specializing in one or more of the athletic surfaces may clearly indicate and propose on those items only.

NCPA members are seeking contractors, who possess licenses in their states, where required to provide and perform the work as outlined in the following categories:

## **1. Athletic Facility Seating**

To assist its members in dealing and resolving potential problems, NCPA is seeking vendor(s) who possess the knowledge, background, experience and capabilities to assess, design, manufacture, obtain, deliver and install athletic seating systems found within educational institutions.

### **a. Categorical Definitions**

- i. AA – Aluminum Association
- ii. ADA – American Disability Act
- iii. AISC – American Institute of Steel Construction
- iv. AISI – American Iron and Steel Institute
- v. AISI – American Iron and Steel Institute
- vi. ANSI – American National Standards Institute
- vii. ISO 9000/9001 – International Standards Organization Quality Standards
- viii. OSHA – Occupational Safety Hazard Administration
- ix. SPIB – Southern Pine Inspection Bureau
- x. UL – Underwriters Laboratories, Inc.

### **b. General**

- i. The offeror must be willing and able to demonstrate its knowledge, understanding and experience in providing and working with athletic seating drawings, specifications and general provisions of designing, installing, renovating, inspecting and repairing seating systems which may be covered within the categorical scope of work.
- ii. The offeror must provide all labor, materials and equipment required to design services, complete site inspections, perform services and installs the proposed seating system. These services may be provided by the Offeror's own crews and staff or by subcontractors contracted and supervised by the offeror.
- iii. The offeror is responsible for ensuring that all work is performed by licensed and factory trained technicians.
- iv. The offeror must be willing and able to demonstrate that they either possess or have the capability to develop knowledge and understanding of all federal, state and local government codes, regulations and requirements for the states where work is to be provided.
  1. Item 1 Telescopic Gym Seats
  2. Item 2 Permanent Grandstands and Portable Bleachers
  3. Item 3 Installation, Renovation and Repair of Athletic Seating

### **c. Categorical Responses**

- i. Offerors must, through written narrative, clearly identify the type, kind, level of products and services they are proposing to provide NCPA members under the various lot(s) of this category. For each lot this shall include:
  1. The manufacturer's name.
  2. The various levels of products offered from each.
  3. Services offered and provided by each manufacturer.
  4. The products and services to be offered by subcontractors.
- ii. Offers must through written documentation, demonstrate their ability to perform those services offered herein by providing prior experience with educational institutions. For each lot documentation shall include:
  1. List five (5) previous projects relating to this lot.
  2. The general scope of work for each project.
  3. The manufacturer's product used for each project listed.
  4. The total cost of each project.
  5. The institution's name, address, phone number, contact person's name and title for each project.
  6. Provide the time line for each project listed and provide a brief narrative of the presale and follow-up consulting services offered to ensure institution's satisfaction.
  7. Provide a brief narrative of three (3) projects that you have done for educational institutions, which through your evaluation of existing conditions and your input into the design, development and installation of the final solution, resulted in a high quality, cost efficient and better facility. For each project provide a brief narrative why you feel your input was most advantages to the final outcome.
  8. Provide a narrative of your company's policies, procedures and strategies to ensure quality control, response to concerns before, during and after the project. Indicate what follow-up, review and oversight process your management team has in place to ensure member satisfaction.

**d. Categorical Cost Considerations**

- i. The offeror must provide a complete listing of all products and services that they are proposing to offer under this category.
- ii. Offeror must base material and equipment prices submitted on a fixed discount off an MSRP or published list price. If a list price or MSRP is not available, provide an established method and describe herein
- iii. For labor costs, not covered by other methods, offerors must provide hourly rates. It is recommended that the offeror establish a base labor rate for each labor category in each responder's location
- iv. Price sheets, catalogs and other pricing forms must clearly identify and describe the supplies or material, its unit of measure offered and its stated price. Within the terms of this solicitation, the response documents must indicate the NCPA discount off the price sheet, catalog, etc.

**2. Athletic/Multipurpose Facilities Floor Installation, Maintenance, and Refinishing Products and Services**

NCPA is seeking vendor(s) to provide all types and kinds of athletic and multi-purpose flooring systems and the necessary labor. Also included are equipment, materials, supplies and accessories needed to install, refinish, repair and maintain such flooring systems. These products and services



may include as little as providing the products and materials with the NCPA Member's Agency performing the work themselves, to the vendor providing a turnkey solution, to anything in between. Likewise, the flooring systems may include, but are not limited to hardwood playing surfaces to synthetic multipurpose flooring surfaces installed over or existing on concrete or wood sub-flooring systems.

**a. Categorical Definitions**

- i. ANSI – American National Standards Institute
- ii. ISO – 9000/9001 International Standards Organization Quality Standards
- iii. MFMA – Maple Flooring Manufacturer's Association
- iv. OSHA – Occupational Safety and Health Administration
- v. UL – Underwriters Laboratories, Inc.

**b. Categorical Terms and Conditions**

- i. The offeror must be willing and able to demonstrate its knowledge, understanding and experience with providing and working with athletic systems drawings, specifications and general provisions of proposing, installing, renovating, inspecting and repairing new and existing athletic flooring systems which may be covered within the categorical scope of work.
- ii. The offeror must be willing, able and have the ability and capacity to provide all labor, materials and equipment required to provide design services, site inspections and preparation services and installation of the proposed athletic flooring products. These services may be provided by the Offeror's own crews and staff or by subcontractors contracted and supervised by the offeror. It should be noted that the level of the Offeror's involvement will depend on the individual project's requirements.
- iii. The offeror is responsible for ensuring that all work is performed by licensed and factory trained technicians/labors.
- iv. The offeror must be willing and able to demonstrate that it either possesses or has the capability to develop knowledge and understanding of all federal, state and local government codes, regulations and requirements which may exist in the states in which work is to be provided.

**3. Athletic Tracks, Fields and Courts**

NCPA is seeking vendor(s) who possess the knowledge, background, and experience along with a good track record in constructing, maintaining, repairing and renovating these types of facilities.

**a. Categorical Definitions**

- i. AAU – Amateur Athletic Union
- ii. ANSI – American National Standards Institute
- iii. EPA – Environmental Protection Agency
- iv. ISO – 9000/9001 International Standards Organization Quality Standards
- v. NCAA – National Collegiate Athletic Association
- vi. NFSHSA – National Federation of State High School Associations
- vii. NTBA – National Track Builder's Association
- viii. OSHA – Occupational Safety and Health Administration
- ix. TCBA – Tennis Court Builder's Association
- x. UL – Underwriters Laboratories, Inc.

**b. Categorical Terms and Conditions**

- i. The offeror must be willing and able to demonstrate its' knowledge, understanding and experience with dealing and working with drawings, specifications and general

- provisions of athletic field design, construction and related trades and utilities work which may be part of any athletic facility project.
- ii. The Offeror must be willing, able and have the ability and capacity to provide all labor, materials and equipment required to provide design services, site inspection and preparation services and track and field construction. These services may be provided by the Offeror's own crews and staff or by subcontractors contracted and supervised by the Offeror. It should be noted that the level of the Offeror's involvement will depend on the member's requirements.
  - iii. The Offeror is responsible for ensuring that the design and construction of the site preparation, public utilities, track/field sub-base-works, drainage systems and asphalt base works, track/field surfaces are in accordance and comply with /NCAA/NFHSA requirements.
  - iv. The Offeror must possess a knowledge and understanding of all federal, state and local government codes, regulations and requirements.
  - v. If the Offeror is only providing the track and/or field surface, the offeror must provide the member with construction guidelines, requirements and recommendations for the site preparation, sub-base and asphalt pavement.
  - vi. If any part of the design or construction work is to be performed by the member, member's architect and/or a third party not associated with the Offeror, the Offeror, prior to proceeding, must provide a signed affidavit stating that it has inspected and has accepted the work completed as meeting and/or exceeding manufacturer, industry and governmental standards and requirements. If work is not acceptable, the offeror must notify the member immediately in writing stating what is not acceptable and on what this determination was made.
  - vii. . Documentation signed by an authorized representative of the manufacturer will be provided to the member stating that the track and field surfacing has no measurable traces of heavy metals, leachable mercury or any other hazardous materials identified by the EPA.

**c. Quality Assurance**

- i. Offeror must demonstrate through documentation that it has completed at least 10 track and field facilities that were completed and accepted by the owner as meeting and complying with the governing bodies' (NCAA/NFHS) requirements and rules governing their level of athletic of competition. The products offered shall meet or exceed the National Track Builders Association's (NTBA) guidelines and all requirements of the NTBA performance specification for synthetic surfaced athletics tracks and fields.
- ii. The Offeror will only utilize factory certified and/or licensed tradesman to perform all work performed under this solicitation.
- iii. The offeror shall make its' own site visit to fully acquaint themselves with the construction site, existing facilities and utilities and shall fully understand the difficulties and restrictions attending the execution of the work under this solicitation.
- iv. All offerors shall advise the member in writing and receive its' acceptance of any restrictions and/or anticipated difficulties prior to accepting a contract to do the individual project.
- v. All material shall be guaranteed to the extent that the surfacing:
  1. Has been manufactured and applied in accordance with these and the manufacturer's Specifications.

2. Will hold fast and/or adhere to the asphalt, concrete, edging, filler and patches or overlay materials.
3. Will perform as specified in these specifications and the specifications of the product manufacturer in the current standard product information literature and specification sheets.
4. Is ultra-violet resistant and will not de-laminate, bubble, blister, fade, crack or wear excessively during the guarantee period, as determined by the member.
5. All machinery and materials used must be only those approved by the track and field manufacturer.

#### **4. Outdoor Running and Jogging Tracks**

##### **a. Concrete curbs and drains**

- i. Furnish all required labor, materials, equipment implements, parts and supplies necessary to prepare the site and install curbs and drainage systems.
- ii. Cement shall conform to one of the standard specifications for Portland Cements, ASTM C- 150, or specification for blending hydraulic cements, ASTM C-595, excluding slag cements types S and SA.
- iii. Aggregate shall conform to standard specifications for concrete aggregates ASTM C-33.
- iv. Steel reinforcement bars shall conform to standard specifications for deformed and plain billet-steel bar for concrete reinforcement ASTM A-615, grade 60 or 40.
- v. Concrete shall be spread, consolidated, screened, bull-floated and finished in accordance with Section 7.2 of ACT Standard 302, recommended practice for concrete floor and slab construction.
- vi. Concrete curing time shall be in accordance with surfacing systems manufacturer's recommendations, but in not less than 28 days.
- vii. Drainage systems shall utilize a perimeter drain tile system, catch basin, curb and gutter drainage system, permeable system or continuous trench drains.

##### **b. Track Surfacing Systems**

###### **i. Categorical Scope of Work**

1. The offeror must willing, able and have the capacity to manufacture, obtain and deliver all supplies, materials and equipment necessary to prepare the site and install a synthetic turf field to meet the individual member's needs. The offeror will furnish all labor, materials, tools and equipment necessary to develop a project proposal, project engineering, shop drawings, project supervision, site preparation and the construction of the proposed synthetic turf field. The range of NCPA member's site conditions, needs and requirements will vary. Therefore, NCPA is seeking vendor(s) who can provide a range of products and services to meet the individual NCPA member's needs.
2. All products and services offered in response to this category must meet or exceed the manufacturer's standards and specifications and be performed in strict accordance with federal, state, local and industry standards governing such facilities.

###### **ii. Categorical Definitions**

1. **AAU** – Amateur Athletic Union
2. **ANSI** – American National Standards Institute
3. **EPA** – Environmental Protection Agency
4. **ISO** – 9000/9001 International Standards Organization Quality Standards
5. **NCAA** – National Collegiate Athletic Association
6. **NFSHSA** – National Federation of State High School Associations
7. **NTBA** – National Track Builder's Association

8. **OSHA** – Occupational Safety and Health Administration
9. **TCBA** – Tennis Court Builder’s Association
10. **UL** – Underwriters Laboratories, Inc.

**iii. Categorical Terms and Conditions**

1. The offeror must be willing and able to demonstrate its past experience on at least acceptable installations of full-size football, soccer or other athletic/recreational fields (minimum of 70,000 square feet) in the United States within the past five (5) years.
2. The offeror shall use subcontractors and/or employ only qualified, experienced supervisors and technicians skilled in the installation of the proposed system(s).
3. The offeror must meet the following criteria:
4. Guarantees the usability and playability of the synthetic turf system for its intended uses for an eight (8) year period commencing with the date of substantial completion and acceptance by the member. The warranty coverage shall not be limited to the amount of usage.
5. Prior to order of materials, the contractor shall submit the following:
  - i. Sample warranty.
  - ii. Seam layout of the field and striping plans.
  - iii. Details on construction, especially any details that may deviate from plans and specifications.
6. Prior to the beginning of installation, the manufacturer/installer of the synthetic turf shall inspect the sub-base and supply a Certificate of Sub-Base Acceptance for the purpose of obtaining manufacturer's warranty for the finished synthetic playing surface.
7. Work to include:
  - i. Assess and determine existing site conditions and member’s expectations for the project.
  - ii. Develop a proposed solution to conform to and meet the member’s expectations while considering and ensuring the following:
    1. The solution proposed is adequate and functional within the existing site conditions and will comply with all codes.
    2. Provide labor, materials, equipment and supervision necessary to complete installation of synthetic turf, including the following:
      - a. Site inspection and investigation.
      - b. Site preparation and sub base.
      - c. Inspection and approval of sub base.
      - d. Installation of proposed synthetic turf system with accessories, striping and equipment.
    3. Provide cost estimates and information relating to after-the-sale ongoing inspection and maintenance services to ensure proper operation and upkeep of the synthetic field.
8. Construction and installation services to prepare and install proposed synthetic turf system on the designated site in accordance with the shop drawings, striping plan and manufacturer’s instructions and specifications.
9. Quality Assurance
  - i. Manufacturer – Proposed solutions must be equal to or better than those available from nationally recognized manufacturers specializing in outdoor synthetic turf products for athletic and recreational facilities.

- ii. Manufacturer Qualifications – Manufacturer must have 10 years of experience in the manufacture of synthetic turf systems which meet and/or exceed the standards and guidelines presented herein.
- iii. Engineering Qualifications – The offeror must have on staff a registered, licensed in the state they reside a professional engineer to review and certify that the proposed site, site conditions and synthetic turf system being supplied and installed meets or exceeds the design criteria of the specification, and the site condition exceeds the minimum requirements of the system’s design performance standards set by the manufacturer. It should be note that in some states there is a requirement that require that all construction projects have an architect’s or engineer’s seal on the plans who is registered within that state. If this is a requirement the owner of the individual project will bare any/all cost associated with obtaining this required seal.
- iv. Installer Qualifications – Factory-trained and certified with a minimum of three (3) years of experienced of successfully installing synthetic turf systems.

#### 10. Project Submittals

- i. Shop drawings – Show all site preparation, materials, supplies and fixtures to be furnished even if provided by others.
- ii. Samples – Samples of materials and colors as requested by the owner or owner’s architect.
- iii. Detail information on all items and work to be provided by and/or performed by the member and stipulate minimum requirements.
- iv. Maintenance instructions – Instructions on how to inspect and maintain turf system on an ongoing basis to obtain maximum performance.
- v. Warranty – Written warranty to the member upon completion.
- vi. Cost proposal – Detail breakdown of all costs associated with the design of, manufacture of, delivery of, installation of and warranty of the proposed solution.

#### 11. Design

- i. The type, kinds and sizes of athletic and recreational facilities found in the K-12 and higher educational institutions will vary greatly. Because of this a variety of products are requested.
- ii. Shall be a tufted, polyethylene grass-like fabric coated with a backing of high-grade polyurethane.
- iii. All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials as hereinafter specified must be able to withstand full climatic exposure, be resistant to insect infestation, rot, fungus and mildew; to ultraviolet light and heat degradation, and shall have the basic characteristic of flow through drainage allowing free movement of surface run-off through the turf fabric where such water may flow to the existing sub-base and into the field drainage system.
- iv. The finished playing surface shall appear as mowed grass with no irregularities and shall afford excellent traction for conventional athletic shoes of all types. The finished surface shall resist abrasion and cutting from normal use. The installed system shall be ideal for football, soccer, lacrosse, baseball, softball, PE classes, intramurals and recreational use.

- v. Polyethylene pile yarn shall be a proven athletic caliber yarn designed specifically for outdoor use and stabilized to resist the effect of ultraviolet degradation, heat, foot traffic, water and airborne pollutants.
- vi. Perimeter and interior edge details, underground storm sewer piping and connections, and goal post foundations required for the system shall be as detailed and recommended by the manufacturer, and as approved by the member. The costs for these embedded items shall be included in the site work price along with the compacted, porous sub base.
- vii. All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials, as hereinafter specified, should be able to withstand full climatic exposure, be resistant to insect infestation, rot, fungus and mildew; to ultra-violet light and heat degradation, and shall have the basic characteristic of flow through-drainage allowing free movement of surface run-off through the turf fabric where such water may flow to the existing sub-base and into the field drainage system.
- vii. The finished playing surface shall appear as mowed grass with no irregularities and shall afford excellent traction for conventional athletic shoes of all types. The finished surface shall resist abrasion and cutting from normal use. The installed system shall be ideal for football, soccer, lacrosse, baseball, softball, PE classes, intramurals and recreational use.
- viii. Pile yarn (Polyethylene) shall be a proven athletic caliber yarn designed specifically for outdoor use and stabilized to resist the effect of ultraviolet degradation, heat, foot traffic, water and airborne pollutants.
- ix. Perimeter and interior edge details, underground storm sewer piping and connections, and goal post foundations required for the system shall be as detailed and recommended by the manufacturer, and as approved by the member. The synthetic turf and all components shall be of national reputation with previous acceptance at all levels of competition, including professional and collegiate levels of baseball, football, soccer, field hockey, lacrosse, etc.
- x. All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials as hereinafter specified, should be able to withstand full climatic exposure, be resistant to insect infestation, rot, fungus and mildew; to ultra-violet light and heat degradation, and shall have the basic characteristic of flow through-drainage (both turf and foam pad) allowing free movement of surface run-off through turf and foam pad where such water may flow to the existing sub-base and into the field drainage system.
- xi. The finished playing surface shall appear as mowed grass with no irregularities and shall afford excellent traction for conventional athletic shoes of all types. The finished surface shall resist abrasion and cutting from normal use.
- xii. Pile fiber shall possess the following physical characteristics, based on ASTM test designations listed:
  - a. Ribbon filament denier; ASTM D 1577; average 550 denier per filament.
  - b. Fiber density; ASTM D782; 1.14 gms/cu.cm.
  - c. Ribbon tenacity; ASTM D 2256; 2.3 gms/denier.
  - d. Melting point; ASTM D789; 492EF.

- viii. Fabric shall possess the following physical characteristics, based on ASTM test designations listed:
  - 1. Flammability, Critical Radiant Flux Text; Method E 648; 0.3 watts per square centimeter minimum.
  - 2. Grab strength; ASTM D 1682; 350 lbs/inch.
  - 3. Tuft bind; ASTM D 1335; 25 lbs.
- ix. Adhesives for bonding knitted synthetic turf appropriately to the pad options shall be as recommended by the synthetic turf manufacturer. Adhesives shall be one part moisture cured polyurethane.
- xii. Cord for sewing seams of the turf shall be as recommended by the synthetic turf manufacturer.
- xiii. Perimeter edge details required for the system shall be as detailed and recommended by the manufacturer, and as approved by the member.
- xiv. Materials – Shock Absorbing Underpad. The pad is an elastomeric synthetic foam cushion and shall have demonstrated resistance to rot, mildew, water, freeze-thaw and compression set associated with normal athletic field use.

#### 12. Existing Conditions

- i. If the surface on which the new synthetic turf system is to be placed is an existing asphaltic/concrete base, the offeror will be responsible for any damage to the concrete during removal/installation of the synthetic turf system. The football goal posts, if any, are to be removed and reinstalled by the offeror unless otherwise specified by the member or member's representative.
- ii. b. If the surface on which the new synthetic turf system is to be placed is a new asphaltic concrete base or a new base of porous aggregate, the synthetic turf contractor will be responsible for any damage to the sub-base during removal/installation of the synthetic turf system *after* the deficiencies (if any) have been corrected as noted on the Certificate of Sub-Base Acceptability. New football goal posts (if any) and/or infield dirt mix backfill within the contiguous turf limits or immediately adjacent thereto are not to be installed by the member/prime contractor until after the new synthetic turf system has been completed.
- iii. The offeror shall work with and coordinate any work that needs to be done relating to utilities and communications systems.

#### 13. Execution

- i. The sub-base and curbs shall be inspected by the engineer or installer by means of a laser level and plotted on a 10-foot grid. Based upon the inspection of the topological survey, the installer shall proceed accordingly.
- ii. The installer shall not proceed with the surface unless the sub-base has been accepted by the manufacturer's representative.
- iii. The installer shall thoroughly inspect all materials delivered to the site, both for quality and quantity, to insure that the entire installation will have sufficient materials for proper completion of the project.
- iv. The installation shall be performed in full compliance with approved shop drawings and manufacturer's written instructions.

- v. All installation operations shall be performed by personnel directly employed by the manufacturer, fully familiar with the materials and their application, under the full time direction and supervision of a qualified technical supervisor employed by the manufacturer of the synthetic turf. Installation supervisors shall have a minimum of five (5) years' experience.
- vi. The surface to receive the synthetic turf shall be inspected and certified by the manufacturer as ready for the installation of the synthetic turf system and must be perfectly clean as installation commences and shall be maintained in that condition throughout the process.

#### 14. Removal (if necessary)

- i. Contractor shall remove existing synthetic turf and underpad in 15' wide sections from field.
- ii. After removal from the stadium surface, the existing turf and pad materials shall be rolled up and placed at a location designated by the member.

#### 15. Installation

- i. The sub-base shall be inspected by the engineer or civil contractor by means of a laser level with a minimum 500 shots noted. Based on contractor's inspection of the topographical survey, the civil contractor shall fine grade the sub-base suitably, including properly rolling and compacting the base. The turf contractor shall not approve the subbase for tolerance to grade without obtaining the topographical survey.
- ii. Synthetic turf shall be adhered over the existing elastic layer with no wrinkles, ripples or bubbles. Slits in the fabric to relieve such defects are not permitted.
- iii. Synthetic turf shall be installed across the field and attached to the perimeter edge detail.
- iv. Turf shall be of sufficient length to permit full cross-field installation. No head or cross seams will be allowed except as needed for inlaid markings.
- v. Seams shall be sewn. All turf seams shall be sewn with high strength thread as stated above. All seams shall be transverse to the field direction that is, run perpendicularly across the field. Seams shall be flat, tight, and permanent with no separation or fraying.

#### 16. Field Layout

Field markings will be installed per approved shop drawings.

#### 17. Clean up

- a. Contractor shall provide the labor, supplies and equipment as necessary for final cleaning of surfaces and installed items.
- b. All usable remnants of new material shall become the property of the member.
- c. The contractor shall keep the area clean throughout the project and clear of debris.
- d. Surfaces, recesses, enclosures, etc., shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the member.

#### 18. Execution



- i. The installation shall be performed in full compliance with approved shop drawings, project proposal and manufacturer's instructions.
- ii. Only factory-trained and certified technicians, skilled in the installation of athletic caliber synthetic turf systems working under the direct supervision of the synthetic turf manufacturer's designated representative, shall perform installation services under this solicitation.
- iii. The surface to receive the synthetic turf shall be inspected and certified by the turf manufacturer as ready for the installation of the synthetic turf system and must be
- iv. perfectly clean as installation commences and shall be maintained in that condition throughout the process.

#### 19. Installation

- i. The sub-base and curbs shall be inspected by the engineer or site work contractor by means of a laser level and plotted on a 10-foot grid. Based upon the contractor's inspection of the topological survey, the site work contractor shall fine grade the sub-base suitably, including properly rolling and compacting the base. Member, engineer or prime contractor shall not approve the sub-base for tolerance to grade without obtaining the topological survey.
- ii. The installer shall thoroughly inspect all materials delivered to the site, both for quality and quantity, to insure that the entire installation shall have sufficient materials to maintain the schedule and proper mixing ratios.
- iii. Synthetic turf shall be loose-laid across the field, stretched and attached to the perimeter edge detail. Turf shall be of sufficient length to permit full cross-field installation. No head or cross seams will be allowed, except as required for inlaid fabric striping or to accommodate programmed cutouts.
- iv. All seams shall be flat, tight and permanent with no separation or fraying. Inlaid markings shall be adhered to a special tape with a two-part, high strength polyurethane adhesive applied per the manufacturer's standard procedures for outdoor applications.

#### 20. Field Markings and Decorations

Field markings are to be installed in accordance with approved project shop drawings and marking plan.

#### 21. Clean-Up

- i. Turf contractor shall provide the labor, supplies and equipment as necessary for final cleaning of surfaces and installed items.
- ii. All usable remnants of new material shall become the property of the member. The turf contractor shall keep the area clean throughout the project and clear of debris.
- iii. Surfaces, recesses, enclosures, etc., shall be cleaned, as necessary, to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the member.

#### 22. In-Ground Equipment and Accessories

- i. The offeror must be willing and able to obtain, deliver and install in-ground equipment and accessories. In ground equipment offered under this solicitation may include but is not limited to the following

- ii. Pole Vault Boxes – Provide cast aluminum vault boxes. The offeror shall provide synthetic surfacing material plugs, which are to be installed level to the surfacing of the respective runway and be of similar texture as the surrounding synthetic surfacing.
- iii. Take-Off Boards
- iv. Shot Put Toe Boards
- v. Shot Put Rings
- vi. Discus Rings
- vii. Combination Hammer/Discus Cage with ground sleeves. Cage must meet IAAF rules.
- viii. Hammer/Discus Conversion Ring -hammer/ discus conversion ring.
- ix. Water Jump Hurdle- adjustable water jump hurdle with sleeves.
- x. Water Jump Cover –aluminum water jump cover. The offeror is to install track surfacing onto the cover. The cover, when installed with synthetic surfacing on it, shall be flush with the surrounding area. The offeror must have existing contracts with in-ground equipment manufacturer prior to constructing steeplechase water jump, for proper building instructions for water pit and construction of cover.
- xi. Other accessories that may be required to conduct and/or perform athletic events held within the athletic facility, which is a semi-permanent part of the structure may be provided if required by the owner.
- xii. Removable Track Curbing: Removable track curbing shall consist of extruded anodized gold aluminum section constructed to allow portable installation. The curb shall meet the requirements of the IAAF. The curb will run the length of the 400m tracks with a section to run alongside the water jump inside of lane one on the second bend. The sections indicated on the drawings shall be removable when the curb is fully installed to allow passage of athletes.
- xiii. Long Jump Sandpits and Traps: The sandpits shall be constructed using the ACO border and sand trap system, installed to manufacturer’s instructions.
- xiv. Sand – All sand for the long/triple jumps sand pits shall be clean, washed, white sand, containing not more than five percent (5%) clay and shall be free of trash, organic matter, and rock. Installed sand to meet all specifications of the IAAF – washed river sand, 0 to 2mm graining, no organic components, max 5% of weight up to 0.2mm. Prior to installation the offeror shall provide the member with a one (1) gallon sample for approval.

## **5. Athletic Tracks, Fields, and Courts**

- a. Furnish all required labor, materials, equipment implements, parts and supplies necessary for, or appurtenant to, the surfacing of running tracks.
- b. Quality Assurance – The work shall conform to the USTC & TBA’s standards for track construction. The track surface will be applied by a licensed firm, which has been installing the material for the past five (5) years.
- c. Guarantee – The contractor is to provide a written guarantee against defective materials or faulty workmanship for a period of one year.
- d. Job Conditions – Surfacing shall not be done if a threat of freezing exists within the next 24 hours, rain is imminent or gusting winds are forecasted. While surfacing and striping are being

done, sprinkler systems must be curtailed, shut off or controlled so that no waterfalls on the track or event area surfaces. Other trades, school district personnel and students must stay off the wet or curing surfaces.

- i. Track systems shall be asphalt, latex, polyurethane systems or per manufactured rubber. Installed depth of all systems, depending on the NCPA member requirements, will be 3/8" to 1/2".
- ii. Asphalt track surfacing systems shall be either a SAR or asphalt emulsion and rubber system.
- iii. Latex track surfacing systems shall be available in black or use a colored binder, color sandwich or full-depth color system. It shall be mixed and installed on-site.
- iv. Polyurethane track surfacing systems shall be available in either permeable or impermeable forms. They will utilize a base mat, structural spray, sandwich or full-pour application process. The polyurethane system shall be mixed and installed onsite or per manufacturer's specifications and instructions.
- v. The asphalt or concrete base must be properly cured in accordance with all general specifications referenced above prior to the application of the synthetic surface.
- vi. The area to be surfaced shall be clean and free of any loose or foreign particles prior to the synthetic surface installation.
- vii. The track surface shall be installed in strict compliance with the manufacturer's specifications. All equipment is to be kept clean. All daily work shall be finished in a uniform manner. All cured joints are to be properly prepared prior to commencement of new work. All layers are to be properly cured prior to subsequent applications.
- viii. Delaminating surfaces – Any surfaces not adhered to the concrete or asphalt substrate need to be removed. If only a few small areas are involved, they can be patched with an appropriate compatible material. If large sections are loose and adjacent areas can be easily pulled loose, the entire surface should be removed.
- ix. Leveling Course(s) – Contractor shall flood track, mark and fill all water-holding depressions with the leveling course mixture.
- x. Striping – NCPA member personnel will be consulted to determine the placement of the finish line(s), events to be run, location of lane numbers and any other painted markings. A computerized set of calculations will be created to enable accurate layout of the selected markings. Layout of kings will be done with a steel tape calibrated to .01". The markings on the curve will be sighted-in with a theodolite capable of direct reading to 20 seconds of arc. Markings shall conform to NFSHSA, NCAA or AAU regulations. The paint shall be semi-gloss urethane compatible with the surface. The offeror will supply a scaled drawing of all markings. All calculations, measurements and markings will be done by qualified and experienced specialists with a minimum of three (3) years of experience in this field.

## **6. Post-Tension Concrete Tennis and/or Basketball Courts**

- a. The contract work to be performed under this section consists of furnishing all required labor, materials, equipment, implements, parts and supplies necessary for, or appurtenant to, the construction of a four-inch (5") thick post-tensioned concrete slab.
- b. Guaranty – The contractor shall guaranty the work against defective material or faulty workmanship for a period of one year from the date of completion.
- c. Quality Assurance – Work is to be performed by contractor with a minimum of six (6) similar, successfully completed projects within the past three (3) years. Contractor will be a member of the American Sports Builders Association, and will have a Certified Tennis Court Builder on staff. Contractor shall be a member of the Post-tensioning Institute (PTI). Installing foreman

shall be certified by the Post-Tensioning Institute (PTI) as a Level 1 installer and all work to be supervised by a PTI Certified Level 2 Inspector.

- d. References
  - i. A. ASTM A - 416 - Unbonded post-tensioning tendons
  - ii. ASTM C - 95 - Portland Cement
- e. Contractor to provide the following documentation:
  - i. Concrete mix design.
  - ii. Cable elongation records following final stress operations.
- f. Warranty- Contractor shall guaranty that all materials and workmanship incorporated into the project will be of new quality and free from defects, and that all work will be installed as specified and drawn, and in conformance with the project documents. Any material or workmanship found to be defective or out of specification will be replaced, at the sole cost of the contractor, for a period of one (1) year from date of acceptance.
- g. To eliminate potential liabilities of construction, the contractor or subcontractor for the post-tension slab shall assure single-source responsibility by completing all work with his own forces, to include fine grading, construction, tendon fabrication and placing, concrete placement and tendon stressing.
- h. Fine Grading Materials- Fine grading material to be a free draining, loosely compactable material, such as Structural Fill or Crusher Fines.
- i. Tensioning Cables and Anchoring- Post-tensioning strands and anchorages shall conform to the "PTI Guide specifications for Post-tensioning Materials."
  - i. The tensioning strands shall consist of one-half inch (1/2") diameter, 7-wire, stress relieved strands, having a guaranteed ultimate tensile strength of 270,000 psi (270 Kips). Strands shall conform to ASTM-416.
  - ii. Cables shall be fabricated to proper length for each slab, coated with a permanent rust preventative lubricant and encased in slippage sheathing.
  - iii. All breaks in the sheathing shall be repaired with tape prior to concrete placement. A maximum of twelve inches (12") exposed strands is permitted at the dead-end anchor.
  
  - iv. A maximum horizontal deviation of +/- 6" at each cable is allowed, and a maximum vertical deviation of +/- 1/2" is allowed.
- j. Concrete Mix Design- The concrete shall have a compressive strength of not less than 4000 psi after twenty-eight (28) days. Ready-mixed concrete shall be mixed and delivered according to ASTM C-94 specifications for ready-mixed concrete with a five-inch (5") maximum slump. Mix design as follows: cement - type I/II, six sack unit weight - 142.3 lbs. per cubic foot, air entrainment - 6.0% (+/- 1%), water/cement ratio - 0.49/1.
- k. Site preparation may include removing trees, bushes and a minimum of 4" of topsoil if existing conditions require such action. The area will be graded to the required depth to accommodate the base and concrete thickness. The site preparation will be done so as to provide positive drainage away from the play courts and, if needed, to provide intercepting swales to prevent drainage on to the court. The final grade base material shall be placed with automatic laser-regulated equipment capable of providing a true accurate plane to a 1/4". The depth of the fine grade base material shall be sufficient to develop a 1/4" accuracy.
- l. From a prepared subgrade, fine grading will be accomplished with the use of laser-guided machinery, capable of providing a true plane to a tolerance of +/- 3/8". Average depth of fine grade material to be approximately 0.1'.

- m. Forms shall be accurately set to the lines and to plus or minus one-quarter inch (+ 1/4") of finished grades indicated on drawings and be securely staked to prevent settlement or movement during placement of concrete. Forms shall remain until concrete has taken final set.
- n. All cables shall be supported on chairs and loosely tied two inches (2") high at all intersections (too tightly tied, tendon friction will increase when tensioning) to prevent vertical and horizontal movement during concrete placement.
  - i. Strands shall be placed with no greater spacing than two foot six inches (2' 6") on center, +/- 12", for lengths over 100' and three foot four inches (3' 4") on center, +/- 12", for lengths under 100'. Tendon spacing design to achieve a minimum of 125 psi (P/A).
  - ii. The perimeter beam cross section is to be 12" x 12". Cable ends are to be anchored approximately 4" below surface of the slab. One continuous #4 grade 60 bar lies longitudinally around the court beam directly inside the cable anchor on the top of the cables. Overlapping should be @ a minimum of 30 bar diameters.
- o. A full court shall be placed in one (1) continuous operation without intervening joints of any kind. The four and a half inch (4.5") thick slab will be placed either with a laser-screed device capable of providing a surface tolerance to within +/- 1/4" when measured under a 10' straightedge or by the use of a mechanical screed capable of spanning a minimum of 62' width. Contractor to provide sufficient manpower to ensure the uniform distribution of concrete ahead of the screed, and will not allow substantial build-up of concrete on leading edge of screed.
- p. Concrete to be placed in accordance with ACI specifications for Hot Weather and Cold Weather placement. Concrete reaching 90 minutes past batching time prior to placement will be rejected.
- q. Following dissipation of bleed water from surface of concrete, finishing operations can begin. Concrete to be finished by any means to provide for a planar surface, free from ridges and depressions. Concrete shall be textured with a light to medium broom finish. Edges shall be finished with 1/2" radius edger.
- r. After the forms are removed and the concrete has set to a minimum of 1,700 psi (typically 24 hours) a partial tensioning may be applied to restrict movement and cracking.
- s. Following one (1) week of curing, when concrete has attained a minimum strength of 2,700 psi, the final stress procedure may begin. Each tendon shall be tensioned to a maximum of eighty percent (80%) ultimate breaking strength, and anchored at a minimum of seventy percent (70%) ultimate breaking strength.
 

Ultimate Breaking Strength	80%	70%
41,300 psi	33,000 psi	28,900 psi
- t. Cable elongation records shall be accurately kept by the contractor and provided to the owner.
- u. Measured elongation shall be compared to calculated elongation to assure specified tension. Cable elongation to be within +/- 10% of calculated elongation.
- v. Following confirmation of elongation, the cable ends shall be cut off and cone holes grouted flush with edge of slab. Grout shall be non-shrink grout.
- w. Immediately after finishing, the concrete shall be kept moist by covering with polyethylene, by sprinkling, by ponding or by curing compound (must be compatible with acrylic tennis surfacing material).
- x. If requested by the owner, the offeror must be willing and able to obtain, deliver and install appropriate fencing to meet the owner's needs and requirements.

## 7. Athletic and Recreational Field Surfaces

**a. Categorical Scope of Work**

The offeror must willing, able and have the capacity to manufacture, obtain and deliver all supplies, materials and equipment necessary to prepare the site and install a synthetic turf field to meet the individual member's needs. The offeror will furnish all labor, materials, tools and equipment necessary to develop a project proposal, project engineering, shop drawings, project supervision, site preparation and the construction of the proposed synthetic turf field. The range of NCPA member's site conditions, needs and requirements will vary. Therefore, NCPA is seeking vendor(s) who can provide a range of products and services to meet the individual NCPA member's needs. All products and services offered in response to this category must meet or exceed the manufacturer's standards and specifications and be performed in strict accordance with federal, state, local and industry standards governing such facilities.

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**c. Categorical Terms and Conditions**

- i. The offeror must be willing and able to demonstrate its past experience on at least acceptable installations of full-size football, soccer or other athletic/recreational fields (minimum of 70,000square feet) in the United States within the past five (5) years.
- ii. The offeror shall use subcontractors and/or employ only qualified, experienced supervisors and technicians skilled in the installation of the proposed system(s).
- iii. The offeror must meet the following criteria: The Contractor shall provide a warranty to the Owner that covers defects in materials and workmanship of the turf for a period of eight (8) years from the date of substantial completion. The turf manufacturer must verify that their representative has inspected the installation and that the work conforms to the manufacturer's requirements. The manufacturer's warranty shall include general wear and damage caused from UV degradation. The warranty shall specifically exclude vandalism, and acts of God beyond the control of the Owner or the manufacturer. The warranty shall be fully third party insured; pre-paid for the entire 8 year term and be non-prorated. The Contractor shall provide a warranty to the Owner that covers defects in the installation workmanship, and further warrant that the installation was done in accordance with both the manufacturer's recommendations and any written directives of the manufacturer's representative. Prior to final payment for the synthetic turf, the Contractor shall submit to owner notification in writing that the field is officially added to the annual policy coverage, guaranteeing the warranty to the Owner. The insurance policy must be underwritten by an "AM Best" A rated carrier and must have a minimum of thirty-two million dollar (\$32,000,000) annual aggregate.
- iv. Prior to order of materials, the contractor shall submit the following:
  - a. Sample warranty.
  - b. Seam layout of the field and striping plans.

- c. Details on construction, especially any details that may deviate from plans and specifications.
  - v. Prior to the beginning of installation, the manufacturer/installer of the synthetic turf shall inspect the sub-base and supply a Certificate of Sub-Base Acceptance for the purpose of obtaining manufacturer's warranty for the finished synthetic playing surface.
  - vi. Work to include:
    - a. Assess and determine existing site conditions and member's expectations for the project. Develop a proposed solution to conform to and meet the member's expectations while considering and ensuring the following: The solution proposed is adequate and functional within the existing site conditions and will comply with all codes.
    - b. Provide labor, materials, equipment and supervision necessary to complete installation of synthetic turf, including the following:
      - 1. Site inspection and investigation.
      - 2. Site preparation and sub base.
      - 3. Inspection and approval of sub base. Installation of proposed synthetic turf system with accessories, striping and equipment.
    - c. Provide cost estimates and information relating to after-the-sale ongoing inspection and maintenance services to ensure proper operation and upkeep of the synthetic field.
    - d. Construction and installation services to prepare and install proposed synthetic turf system on the designated site in accordance with the shop drawings, stripping plan and manufacturer's instructions and specifications.

**d. Quality Assurance**

- i. Manufacturer – Proposed solutions must be equal to or better than those available from nationally recognized manufacturers specializing in outdoor synthetic turf products for athletic and recreational facilities.
- ii. Manufacturer Qualifications
  - a. Manufacturer must have 10 years of experience in the manufacture of synthetic turf systems which meet and/or exceed the standards and guidelines presented herein. Manufacturer must self perform the fiber production, tufting and coating.
  - b. The manufacturer must be licensed by all of the following major international governing bodies: FIFA, International Rugby Board (IRB), International Hockey Federation (FIH).
  - c. The manufacturer must have ISO 9001, ISO 14001 and OHSAS 18001 certifications demonstrating its manufacturing efficiency with regards to quality, environment and safety management systems.
- iii. Engineering Qualifications – The offeror must have on staff a registered, licensed in the state they reside a professional engineer to review and certify that the proposed site, site conditions and synthetic turf system being supplied and installed meets or exceeds the design criteria of the specification, and the site condition exceeds the minimum requirements of the system's design performance standards set by the manufacturer. It should be note that in some states there is a requirement that require that all construction projects have an architect's or engineer's seal on the plans who is registered within that state. If this is a requirement the owner of the individual project will bear any/all cost associated with obtaining this required seal.
- iv. Installer Qualifications – Factory-trained and certified with a minimum of three (3) years of experienced of successfully installing synthetic turf systems.

**e. Project Submittals**

- v. Shop drawings – Show all site preparation, materials, supplies and fixtures to be furnished even if provided by others.
- vi. Samples – Samples of materials and colors as requested by the owner or owner’s architect.
- vii. Detail information on all items and work to be provided by and/or performed by the member and stipulate minimum requirements.
- viii. Maintenance instructions – Instructions on how to inspect and maintain turf system on an ongoing basis to obtain maximum performance.
- ix. Warranty – Written warranty to the member upon completion.
- x. Cost proposal – Detail breakdown of all costs associated with the design of, manufacture of, delivery of, installation of and warranty of the proposed solution.

**f. Design**

- i. Materials – Shall be a tufted, polyethylene grass-like fabric coated with a backing of high-grade polyurethane.
- ii. All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials as hereinafter specified must be able to withstand full climatic exposure, be resistant to insect infestation, rot, fungus and mildew; to ultraviolet light and heat degradation, and shall have the basic characteristic of flow through drainage allowing free movement of surface run-off through the turf fabric where such water may flow to the existing sub-base and into the field drainage system.
- iii. The finished playing surface shall appear as mowed grass with no irregularities and shall afford excellent traction for conventional athletic shoes of all types. The finished surface shall resist abrasion and cutting from normal use. The installed system shall be ideal for football, soccer, lacrosse, baseball, softball, PE classes, intramurals and recreational use.
- iv. Polyethylene pile yarn shall be a proven athletic caliber yarn designed specifically for outdoor use and stabilized to resist the effect of ultraviolet degradation, heat, foot traffic, water and airborne pollutants. Perimeter and interior edge details, underground storm sewer piping and connections, and goal post foundations required for the system shall be as detailed and recommended by the manufacturer, and as approved by the member. The costs for these embedded items shall be included in the site work price along with the compacted, porous sub base.
- v. All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials, as hereinafter specified, should be able to withstand full climatic exposure, be resistant to insect infestation, rot, fungus and mildew; to ultra-violet light and heat degradation, and shall have the basic characteristic of flow through-drainage allowing free movement of surface run-off through the turf fabric where such water may flow to the existing sub-base and into the field drainage system.
- vi. The finished playing surface shall appear as mowed grass with no irregularities and shall afford excellent traction for conventional athletic shoes of all types. The finished surface shall resist abrasion and cutting from normal use. The installed system shall be ideal for football, soccer, lacrosse, baseball, softball, PE classes, intramurals and recreational use.
- vii. Infill materials shall be installed to fill the voids between the fibers and allow the fibers to remain vertical and non-directional. The Infill shall be placed so that there is a void of ¾” to the top of the fibers.
- viii. Pile yarn (Polyethylene) shall be a proven athletic caliber yarn designed specifically for outdoor use and stabilized to resist the effect of ultraviolet degradation, heat, foot



traffic, water and airborne pollutants. Synthetic turf fiber must perform in a uniform manner or manufacturer quality control issues in the extrusion processes will be suspected. Linear Low Density Polyethylene Polymer ("LLDPE") and batch additives obtained from a reputable manufacturer are required to manufacture superior quality monofilament yarn. The master batch formula must include a UV stabilizer package added to its polymer base. The LLDPE used to make the artificial grass fiber needs to be a "C6" LLDPE which contains 6 carbon atoms and 13 hydrogen atoms; A C6-based LLDPE produces strong and resilient artificial grass fibers over prolonged periods and thus should provide the basis for long term performance of the system.

- ix. Perimeter and interior edge details, underground storm sewer piping and connections, and goal post foundations required for the system shall be as detailed and recommended by the manufacturer, and as approved by the member.
- x. The synthetic turf and all components shall be of national reputation with previous acceptance at all levels of competition, including professional and collegiate levels of baseball, football, soccer, field hockey, lacrosse, etc. All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials as hereinafter specified, should be able to withstand full climatic exposure, be resistant to insect infestation, rot, fungus and mildew; to ultra-violet light and heat degradation, and shall have the basic characteristic of flow through-drainage (both turf and foam pad) allowing free movement of surface run-off through turf and foam pad where such water may flow to the existing sub-base and into the field drainage system.
- xi. The finished playing surface shall appear as mowed grass with no irregularities and shall afford excellent traction for conventional athletic shoes of all types. The finished surface shall resist abrasion and cutting from normal use.
- xii. Adhesives for bonding knitted synthetic turf appropriately to the pad options shall be as recommended by the synthetic turf manufacturer.
- xiii. Cord for sewing seams of the turf shall be as recommended by the synthetic turf manufacturer.
- xiv. Perimeter edge details required for the system shall be as detailed and recommended by the manufacturer, and as approved by the member.
- xv. Materials – Shock Absorbing Underpad is an elastomeric synthetic foam cushion and shall have demonstrated resistance to rot, mildew, water, freeze-thaw and compression set associated with normal athletic field use.

**g. Existing Conditions**

- i. If the surface on which the new synthetic turf system is to be placed is an existing asphaltic/concrete base, the offeror will be responsible for any damage to the concrete during removal/installation of the synthetic turf system. The football goal posts, if any, are to be removed and reinstalled by the offeror unless otherwise specified by the member or member's representative.
- ii. If the surface on which the new synthetic turf system is to be placed is a new asphalt concrete base or a new base of porous aggregate, the synthetic turf contractor will be responsible for any damage to the sub-base during removal/installation of the synthetic turf system *after* the deficiencies (if any) have been corrected as noted on the Certificate of Sub-Base Acceptability. New football goal posts (if any) and/or infield dirt mix backfill within the contiguous turf limits or immediately adjacent thereto are not to be installed by the member/prime contractor until after the new synthetic turf system has been completed. The offeror shall work with and coordinate any work that needs to be done relating to utilities and communications systems.

**h. Execution**

- i. The sub-base and curbs shall be inspected by the engineer or installer by means of a laser level and plotted on a 10-foot grid. Based upon the inspection of the topographical survey, the installer shall proceed accordingly. The installer shall not proceed with the surface unless the sub-base has been accepted by the manufacturer's representative.
- ii. The installer shall thoroughly inspect all materials delivered to the site, both for quality and quantity, to insure that the entire installation will have sufficient materials for proper completion of the project.
- iii. The installation shall be performed in full compliance with approved shop drawings and manufacturer's written instructions.
- iv. All installation operations shall be performed by personnel directly employed by the manufacturer, fully familiar with the materials and their application, under the full time direction and supervision of a qualified technical supervisor employed by the Manufacturer of the synthetic turf. Installation supervisors shall have a minimum of five years' experience.
- v. The surface to receive the synthetic turf shall be inspected and certified by the manufacturer as ready for the installation of the synthetic turf system and must be perfectly clean as installation commences and shall be maintained in that condition throughout the process.

**i. Removal (if necessary)**

- i. Contractor shall remove existing synthetic turf and underpad in 15' wide sections from field.
- ii. After removal from the stadium surface, the existing turf and pad materials shall be rolled up and placed at a location designated by the member.

**j. Installation**

- i. The sub-base shall be inspected by the engineer or civil contractor by means of a laser level with a minimum 500 shots noted. Based on contractor's inspection of the topographical survey, the civil contractor shall fine grade the sub-base suitably, including properly rolling and compacting the base. The turf contractor shall not approve the subbase for tolerance to grade without obtaining the topographical survey.
- ii. Elastic layer to be repaired (separate unit price) as indicated by contractor and agreed by member.
- iii. Synthetic turf shall be adhered over the existing elastic layer with no wrinkles, ripples or bubbles. Slits in the fabric to relieve such defects are not permitted.
- iv. Synthetic turf shall be installed across the field and attached to the perimeter edge detail. Turf shall be of sufficient length to permit full cross-field installation. No head or cross seams will be allowed except as needed for inlaid markings.
- v. Seams shall be sewn. All turf seams shall be sewn with high strength thread as stated above. All seams shall be transverse to the field direction that is, run perpendicularly across the field. Seams shall be flat, tight, and permanent with no separation or fraying.

**k. Field Layout**

Field markings will be installed per approved shop drawings.

**l. Clean up**

- i. Contractor shall provide the labor, supplies and equipment as necessary for final cleaning of surfaces and installed items.
- ii. All usable remnants of new material shall become the property of the member.
- iii. The contractor shall keep the area clean throughout the project and clear of debris.

- iv. Surfaces, recesses, enclosures, etc., shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the member.

**m. Execution**

- i. The installation shall be performed in full compliance with approved shop drawings, project proposal and manufacturer's instructions.
- ii. Only factory-trained and certified technicians, skilled in the installation of athletic caliber synthetic turf systems working under the direct supervision of the synthetic turf manufacturer's designated representative, shall perform installation services under this solicitation.
- iii. The surface to receive the synthetic turf shall be inspected and certified by the turf manufacturer as ready for the installation of the synthetic turf system and must be perfectly clean as installation commences and shall be maintained in that condition throughout the process.

**n. Installation**

- i. The sub-base and curbs shall be inspected by the engineer or site work contractor by means of a laser level and plotted on a 10-foot grid. Based upon the contractor's inspection of the topological survey, the site work contractor shall fine grade the sub-base suitably, including properly rolling and compacting the base. Member, engineer or prime contractor shall not approve the sub-base for tolerance to grade without obtaining the topological survey.
- ii. The installer shall thoroughly inspect all materials delivered to the site, both for Quality and quantity, to insure that the entire installation shall have sufficient materials to maintain the schedule and proper mixing ratios.
- iii. Synthetic turf shall be loose-laid across the field, stretched and attached to the perimeter edge detail. Turf shall be of sufficient length to permit full cross-field installation. No head or cross seams will be allowed, except as required for inlaid fabric striping or to accommodate programmed cutouts.
  - iv. All seams shall be flat, tight and permanent with no separation or fraying. Inlaid markings shall be adhered to a special tape with a two-part, high strength polyurethane adhesive applied per the manufacturer's standard procedures for outdoor applications.
  - v. Infill materials shall be properly applied in numerous thin lifts using special broadcasting equipment to produce a layered system of recycled SBR rubber particles. The turf shall be raked and brushed properly as the mixture is applied. The infill material shall be installed to a depth of about 1.75 inches in order to achieve specified Gmax requirements. The infill materials can only be applied when the turf fabric is bone dry.

**o. Field Markings and Decorations**

Field markings are to be installed in accordance with approved project shop drawings and marking plan.

**p. Clean-Up**

- i. Turf contractor shall provide the labor, supplies and equipment as necessary for final cleaning of surfaces and installed items.
- ii. All usable remnants of new material shall become the property of the member.
- iii. The turf contractor shall keep the area clean throughout the project and clear of debris.

- iv. Surfaces, recesses, enclosures, etc., shall be cleaned, as necessary, to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the member.

## **8. Repairs, Alterations and Maintenance**

- a. Work to be performed by the NCPA member institution must be clearly described and the Offeror's standards for acceptance stated.
- b. The condition of the site prior to start of work by the offeror will be established and agreed upon prior to contract execution.
- c. The party responsible for obtaining, providing and paying for temporary utility service such as power, water and other related items must be identified and agreed upon by all parties prior to contract execution.
- d. If construction space is directly under, above, in or near NCPA member institution's used space, the offeror must agree to receive written approval from the contact person prior to interrupting any ongoing activity or program.
- e. Access to the construction space will be limited to the way agreed upon by the parties.
- f. When loading, unloading or operating equipment near an unprotected owner used area, the offeror will keep a crewman as a guard to prevent students and adults from entering.
- g. Change orders are to be avoided, if possible, since they often indicate poor planning. A mutually agreed upon system for establishing changes must be identified, including changes in scope and changes in compensation for the offeror. Because of cost, safety and scheduling considerations, the ability to make field change orders needs to be permitted, and mutually agreed upon paper work to document these changes, must be allowed.
- h. As applicable, in accordance with Texas Education Code section 44.0411(a), if a change in plans or specifications is necessary after the performance of a contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, a NCPA member school district may approve change orders making the changes. The total contract price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. In accordance with Texas Education Code section 44.0411(d), a contract with an original contract price of \$1 million or more may not be increased under section 44.0411 by more than 25 percent. If a change order for a contract with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.
- i. Contractor's License  
Each of the states covered by this solicitation has its own state licensing qualifications, requirements and processes. The offeror is responsible for knowing each state's requirements and codes. At the time of response, offeror must be able to comply with all licensing requirements. For those states where licenses are required a copy of the appropriate licenses authorizing the offeror to undertake or purports to undertake, supervise, subcontract others, to construct or to provide services and materials described herein, shall be included with its response. If the offeror intends to subcontract with other qualified distributors, dealers or firms, the subcontractors must be listed and copies of their licenses shall be submitted by the offeror with its response. All required licenses will be kept current and in compliance with the rules and regulations of each state's regulatory agency.
- j. Federal Requirements

Contractor agrees, when working on any federally funded or assisted projects in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, to comply with the Davis-Bacon Act (Section 29, CFR Part 5) and related acts. In such projects, the contractor agrees to post wage rates at the work site, and comply with all reporting requirements. The contractor shall provide NCPA with a copy of any required report filed. Additionally, Contractor agrees, when working on any federal and federally assisted construction contracts over \$100,000 to comply with the Contract Work Hours and Safety Standards Act, which requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek; this Act also prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects. Contractor also agrees to comply with all applicable the recordkeeping and other requirements of the Copeland Act and/or the McNamara-O'Hara Service Contract Act. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as applicable. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee, as applicable. On all other projects, the prices must agree with this contract.

k. Special Terms and Conditions-Labor and materials

- i. The Vendor (Contractor) shall furnish all supervision, labor, special tools and test equipment, permits, professional services including transportation, insurance, material and supplies necessary to complete the project. Vendor shall use skilled, trained personnel, supervised and directly employed by the Vendor or subcontractor, no temporary, contract or day labor permitted.
- ii. All discount percentages shall remain firm for the duration of the contract. In the event of price decreases, such price decreases shall be allowed for all products. Catalog/pricelist must be submitted with proposal response.

Contract prices shall include all transportation charges (FOB Destination). Separate or additional transportation charges will not be paid by cooperative member entities.

## Tab 6 – References

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- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
  
- ◆ All references should include the following information from the entity:
  - Entity Name
  - Contact Name and Title
  - City and State
  - Phone
  - Years Serviced
  - Description of Services
  - Annual Volume

# Tab 7 – Pricing

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- ◆ Please submit price list electronically via our online Bonfire portal. Prices submitted will be used to establish the extent of a respondent’s products and services (Tab 5) that are available and also establish pricing per item.
  
- ◆ Not To Exceed Pricing
  - NCPA requests pricing be submitted as “not to exceed pricing” for any participating entity.
  - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
  - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.
  
- ◆ Product Pricing
  - Provide a Discounts Off Catalog/Price List Matrix of the product classifications listed in the Scope Section and Products/Services Section of this RFP. The responder shall also offer maximum markup on any material not designated equipment or services and deem this as “miscellaneous material”.
  - Any special discounts due to stocking or faster ship items that have higher list price adjustments or different discounts shall be listed separately.
  
- ◆ Labor Based Pricing
  - Provide classifications of labor with billable rates for each respondent’s office(s), territories or district(s) along with any sub-office pricing as required. Each of these labor rates shall be fully burdened and will be set for regular working hours (offeror shall describe these hours). Sub-contractor labor shall not be recognized. Each respondent shall determine their sub-contractor’s labor rate as a prime labor classification. For example, an electrician’s labor rate shall be calculated based on the respondent’s sub-contractor’s labor billable rate plus respondent’s normal margins on sub-contractor labor. A per diem and over-time hours shall be set at a certain rate. The classification definitions shall be described in this RFP. Additionally, the hours for each task in a scope of work shall **USE** a benchmark against an established data set (e.g.; RS Means or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set (e.g.; RS Means or others) city cost index by **each respondent’s office(s)**, territories or district(s) to determine effectiveness of providing these tasks. Additionally a formula shall be established to adjust labor rates on a yearly basis.
  - If Respondent does not chose to include a specific labor classification simply mark the line item as “NA”. Awarded vendors will then be required to apply for approval from Region 14 ESC prior to using an item marked “NA”.

## Labor Billing Rates

Effective Date - ___/___/16	
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<b>CLASSIFICATION</b>	<b>Hourly Rate</b>
<b>Office/District Description</b>	
Architectural	
Asbestos Worker	
Boilermaker	
Bricklayers; Masons	
Carpenter /Case worker	
Carpet Layers/Floor Installers	
Concrete Finishers	
Data Comm./Telecom Installer	
Delivery personnel	
Drafting	
Drywall Installers; Ceiling Installers	
Electricians	
Elevator Mechanics	
Engineering Design	
Energy Engineer	
Glaziers	
Heavy Equipment Operators	
Helper	
HVAC Commercial A/C technician	
HVAC Light Commercial	
HVAC Helper	
HVAC Field Supervisor	



HVAC Refrigeration technician	
HVAC Duct installer	
HVAC Filter technician	
HVAC Building Automation technician	
Infrared Technician	
Insulators	
Ironworkers	
Laborers	
Lathers	
Light Equipment Operators	
Metal Building Assembler	
Millwrights	
Operating Engineer	
Painters/Wall Covering Installers	
Pipefitters	
Plasterers	
Plumbers	
Project Manager	
Project Administrator	
Project Engineering	
Refrigeration Technician	
Refrigeration Supervisor	
Roofers	
Sheet Metal Workers	
Sprinkler Fitters	

Terrazzo Workers	
Test & Balance Technician	
Tile Setters	
Water proofers/Caulkers	
Water Treatment Technician	
Miscellaneous Material Margins	To be Filled in
Labor Coefficient	To be Filled in

**NOTES:**

1. ALL LABOR RATES ARE BASED ON STANDARD HOURS
2. OVERTIME RATES (AFTERHOURS, SATURDAY):  X STANDARD RATES
3. OVERTIME RATES (SUNDAY, HOLIDAYS):  X STANDARD RATES
4. PER DIEM RATES: /DAY/PERSON (WHEN REQUIRED) EXCEPT AK & HI /DAY/PERSON
5. MINIMUM CHARGE OF  HOURS FOR ALL OVERTIME WORK
6. RATES WILL BE ADJUSTED ANNUALLY AT RENEWAL DATE BASED ON THE FOLLOWING FORMULA:  
 % field labor adjustment factor change from the previous year   
 % material price index change from the previous year   
 % office & operating expense changes from the previous year
7. FINAL APPROVAL UPON NCPA'S DISCRETION.

<b>LABOR WAGE CLASSIFICATION</b>	
<b>Worker Classification Definition Sheet</b>	
Architect	Professional Licensed designer providing Architectural drawings
Asbestos Worker	Worker who removes & disposes of asbestos materials.
Boilermaker	Worker who Assembles boilers, tanks, vats and pressure vessels. The duties of the boilermaker include welding, acetylene burning, riveting, caulking, rigging, fitting up, grounding, reaming and impact machine operating.

Carpenter	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough & finish carpentry, hardware and trim.
Carpet Layer/Floor Installer	Worker who installs carpet and/or floor coverings-vinyl tile.
Concrete Finisher	Worker who floats, trowels and finishes concrete.
Data Comm./Telecom Installer	Worker who installs data/telephone & television cable & associated equipment and accessories
Delivery Personnel	Worker who can deliver materials to other HVAC personnel as well as work as a second man on jobs if necessary.
Drafting	Worker who provides detail engineering drawings utilizing CADD type documents
Drywall/Ceiling Installer	Worker who installs metal framed walls & ceilings, drywall coverings, ceiling grids and ceilings
Electrician	Skilled craftsman who installs or repairs electrical wiring & devices. Includes fire alarm systems and HVAC electrical controls.
Elevator Mechanic	Craftsman skilled in the installation & maintenance of elevators.
Engineering Design	Professional Licensed Engineer who layouts HVAC, Plumbing, Electrical, Structural or Civil systems
Energy Engineer	Skilled Engineer (need not be licensed) who can develop energy conservation measures (ECMs) at a given site and can determine financial analysis and project energy savings in a Pro Forma as well as providing measurement and verification of that analysis
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Geothermal Well Field Labor	Worker who lays coiled pipe and tests and connects to HVAC equipment in earthen trench
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Includes, but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back filler, power operated shovel, winch truck, all trenching machines

HVAC Building Automation technician	Worker who is capable of working on low temperature refrigeration equipment as well as small commercial equipment under 60 tons
HVAC Commercial A/C technician	Worker who is capable of working on large commercial up to 3000 tons
HVAC Light Commercial	Worker who is capable of working on small commercial up to 25 tons
HVAC Duct installer	Worker who installs ductwork. Assists with some equipment installation.
HVAC Field Supervisor	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels
HVAC Filter technician	Worker who changes filters in all types of HVAC equipment as well as minor maintenance on light commercial equipment such as changing worn belts.
HVAC Helper	Worker who can assist a commercial or refrigeration technician as well as perform minor analysis and repairs on equipment under 30 tons
HVAC Refrigeration technician	Worker who is capable of working on low temperature refrigeration equipment as well as small commercial equipment under 60 tons
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsman who erects structural steel framing & installs structural concrete rebar.
Laborer/Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials and tools, hauling, digging, clean-up.
Lather/Plasterer	Worker who installs metal framing & lath. Worker who applies plaster to lathing & installs associated accessories
Light Equipment Operator	Includes, but not limited to, air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
Mason; Bricklayer	Craftsman who works with masonry products, stone, brick, block or any material substituting for those materials and accessories.

Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts & align pumps.
Painter/Wall Covering Inst.	Worker who prepares wall surfaces & applies paint and/or wall covering, tape & bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping & hot water (boiler) piping, pneumatic tubing controls, chillers, boilers & associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Project Engineering	Worker who monitors the engineering documents as well as provide technical support regarding the engineering plans and specifications as designed by the Professional Engineer. Worker is responsible for maintaining project status and reports.
Project Manager	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels and is responsible for maintaining project status and reports.
Project Administrator	Worker who provides administrative support to all technician skill levels and is responsible for all administrative functions of the project such as billings, contracts, work orders, legal requirements, purchase orders, sales tax certificates as well as proper record keeping.
Refrigeration technician	Worker who is capable of working on low temperature refrigeration equipment as well as small commercial equipment under 60 tons
Refrigeration Field Supervisor	Worker who monitors quality as well as provide technical support to all other Refrigeration technician skill levels
Roofer	Worker who installs roofing materials, Bitumen (asphalt & coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings & curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems & fire protection equipment.
Terrazzo Worker	Craftsman who places & finishes Terrazzo.

Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces
Water proofer/Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.
Test & Balance Technician	Certified technician per AABC or NEBB standards trained to perform water and air balance. Also provides sound and vibration testing and preparing of certified reports
Infrared Technician	Worker who utilizes infrared photography to determine location of thermal heat losses.
Water Treatment Technician	Certified technician who is trained to evaluate analytical test results on boiler system water, condenser water, and chill water samples and to make appropriate recommendations regarding residual levels, cycles, and feed rates.

**MISCELLANEOUS MATERIAL**

- ◆ All items not equipment or labor shall be considered miscellaneous material which will have a maximum margin charged. Since scopes of work vary greatly it is difficult to set specific margins without complicating the process which is not in the best interest of all parties.

**ALTERNATIVE METHOD OF COSTING (ALTERNATIVE COSTING)**

- ◆ Responder(s) can provide an alternative method of costing to cover any product and/or service not covered by catalog pricing, published price list, line-item price list, automated system of pricing, or is a product and /or service due to the projects or applications specifications, conditions and /or requirements that need to be custom designed, developed, manufactured and /or produced to meet the requirements of an individual project or sole source.

**PRICING COMPLIANCE REVIEW**

- The awarded vendor will be expected to participate in the NCPA compliance review program that includes pricing verification. The goal is to provide transparency & contract compliance for NCPA & the vendor as a 3rd party independent review.
- The process includes a review of the scope of work narrative by line item plus any adjustments such as regional discounts, per diem rate, overtime, etc.
- Prior to the selection of the vendors, a more comprehensive discussion will be provided to the vendors for their evaluation.

# Tab 8 – Value Added Products and Services

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- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

## **Executive Summary**

- ◆ Describe the product and/or service in an outline format
- ◆ Describe the value to participating agencies
- ◆ Describe the value to NCPA
- ◆ Describe how your company would market this product and/or service through this contract
- ◆ Provide an anticipated size of the market for this product and/or service in the public arena

## **Detail Description**

- ◆ Where is the product manufactured?
- ◆ Any certifications provided?
- ◆ Where is the service performed?
- ◆ Who performs the service and what is their expertise?
- ◆ Is this a proprietary product and, if not, who is your competition?
- ◆ Provide references
- ◆ Provide case studies
- ◆ Provide any pricing that is different than the pricing in Tab 7 in this solicitation.

# Tab 9 – Required Documents

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- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum



## **Clean Air and Water Act & Debarment Notice**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor

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Print Name

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Address

---

City, State, Zip

---

Authorized signature

---

Date

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# **Contractor Requirements**

## **Contractor Certification Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature \_\_\_\_\_

Date \_\_\_\_\_

## **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email address \_\_\_\_\_

Printed name \_\_\_\_\_

Position with company \_\_\_\_\_

Authorized signature \_\_\_\_\_

## **Required Clauses for Federal Funds Certifications**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

### **APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

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

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

# **Required Clauses for Federal Assistance provided by FTA**

## **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

## **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).



- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

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

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## **State Notice Addendum**

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>