

**KANSAS CITY, KANSAS COMMUNITY COLLEGE**

**NOTICE OF**

**REQUEST FOR PROPOSALS**

Issued Date: April 27, 2023

**Sealed proposals will be received by 4pm on May 19, 2023 for the following:**

**Leasing of Two(2) 35 Passenger Buses**

All questions regarding this RFP and the program it represents must be submitted in writing via email to the following Contact Person:

Linda Burgess, Purchasing Specialist  
Kansas City Kansas Community College, 7250 State  
Avenue, Kansas City Kansas 66112  
Finance Department, Jewell Building  
Email: [lburgess@kckcc.edu](mailto:lburgess@kckcc.edu)

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

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

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

TABLE OF CONTENTS

**RFP NO. 23-006**

PROFILE OF KANSAS CITY KANSAS COMMUNITY COLLEGE

INSTRUCTIONS FOR SUBMITTING PROPOSAL

SCOPE OF SERVICES / PROPOSAL REQUIREMENTS

GENERAL TERMS AND CONDITIONS

## **RFP INFORMATION, INSTRUCTIONS, FORMS**

### **REQUEST FOR PROPOSALS NO. 23-006**

#### **PROFILE OF KANSAS CITY, KANSAS COMMUNITY COLLEGE**

Kansas City Kansas Community College is a centrally located public 2-year institution in the Kansas City metropolitan area, northeast Kansas. The College accredited by the Higher Learning Commission and with a long history being founded in 1923. Within the city limits of Kansas City, Kansas, the College is conveniently located within Wyandotte County near State Avenue and College Parkway for the main campus as well as the Technical Education Center near State Avenue and North 65<sup>th</sup> Street. The College also serves Leavenworth County as part of its service area with a satellite center, the Pioneer Career Center.

## INSTRUCTIONS FOR SUBMITTING PROPOSALS

### A. GENERAL INSTRUCTIONS

All submittals must be in accordance with these instructions.

1. Must submit three (3) original paper copies of the submittal response in a sealed envelope, labeled with the project number and project title. One (1) electronic copy of the submittal response should be provided in the sealed envelope with the original paper copies.  
Deliver or mail to 7250 State Avenue, Kansas City, Kansas 66112, Attention: Linda Burgess, Purchasing Coordinator
2. The College reserves the right to waive defects and informalities in submittals, to reject any or all submittals, or to accept any submittals as may be deemed in the best interest of the College, in its sole discretion.
3. Any submittal may be withdrawn at any time prior to the time specified herein for the opening of submittals, but no submittal may be withdrawn for a period of ninety (90) days after the submittal.
4. Any exceptions taken to the terms, conditions, or specifications of the RFP must be clearly noted in the submittal as follows: **Exceptions to RFP 23-006**. If not so noted, then the successful respondent expressly agrees to the terms, conditions, and specifications of the RFP in its entirety and any exception after submittal will be held invalid and/or cause to reject the submittal, in whole or in part, at the sole discretion of the College.
5. Questions and information pertaining to any item of this request may be obtained by submitting a request via email. No communication will take place between respondents and staff that comprise the College during the RFP process, except in writing.
6. Services shall **not** be subcontracted or assigned, in whole or in part, without the express written consent of the College. Areas of work that cannot be accomplished by the respondent must be identified in the submittal, including the identification of other firms to be used. However, ultimate responsibility for the goods/services and all obligations relating to the goods/services will remain with the successful respondent.
7. It is the responsibility of each respondent to become familiar with the requirements of this RFP. Lack of knowledge concerning the RFP's requirements will not relieve the respondent of conditions submitted in response to the submittal.
8. If it becomes necessary to revise this RFP in whole or in part, an addendum will be provided to all respondents on record as having received the RFP. **It is important to note, however, that it remains the responsibility of the respondent to determine if any addenda have been issued and to obtain those addenda prior to submitting their submittal.**

9. The College will not be liable for any costs that a respondent may incur in the preparation of or presentation of the submittal.
10. In all cases, no verbal communication will override written communication and only written communications are binding.
11. The College shall not be obligated to return the respondent's submittal once submitted, whether the submittal is withdrawn or not.
12. Successful respondent will be required to comply with Section 6 of the Scope of Services and the General Terms and Conditions.

## **B. EVALUATION CRITERIA**

Evaluation will be in accordance with the College's policies and practices and purchasing policy. The College shall base its selections for professional services required for a project upon, but not limited to, the following criteria:

1. **Capacity to Perform the Work.** The capacity and capability of the respondent to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project. Total resources of the respondent that can be applied to the Project, including project schedule.
2. **Experience.** The past record of performance of the respondent. Previous experience with similar or like services as outlined in this RFP, including references, level of satisfaction of present and former clients with accounts of comparable size and complexity.
3. **Fee Proposal.** Selection will be made based upon the lowest and best qualified bid and is in the sole discretion of the College.

## SCOPE OF SERVICES

### **SECTION 1: INTRODUCTION TO PROJECT**

KCKCC is seeking lease proposals for a 12-month period, with four (4) renewals for two (2) 35 passenger buses that will allow vehicle wraps. Delivery of the buses should be by July 1, 2023.

### **SECTION 2: SCOPE OF WORK**

#### **2.1 VENDOR RESPONSIBILITIES**

- A. The successful vendor shall provide to the College:
  - 1. Two (2) 35 passenger buses to be leased by the College for a 12-month period, with four renewals.
  - 2. The buses shall be new buses in good working condition provided to the College under the lease (no used buses).
  - 3. The College desires to brand the buses as KCKCC. The successful respondent will be responsible for applying wraps on vehicles with artwork and specifications provided by the College prior to delivering the buses to the College.
  
- B. The College employs individuals qualified to drive the buses. However, the College is requesting pricing for on-call drivers (up to two) supplied by vendor as needed with at least a week's notice.
  
- C. From time to time the College may need to rent a 12-15 passenger van. Provide pricing for this on call rental service if available.

#### **2.2 COLLEGE RESPONSIBILITIES**

- A. During the term of the lease, the College shall:
  - 1. Have care, custody, and control of the Vehicle(s) and will conduct all required and necessary safety inspections to insure safe operation.
  - 2. Register and license the vehicle and comply with all applicable federal, state, county or municipal laws relating to licensing, registration, taxes and operation of the Vehicles.
  - 3. Comply with all DOT requirements applicable to the area in which the Vehicle will be operated.

4. Permit only authorized and properly licensed and insured drivers to operate the Vehicles, including obtaining a current commercial license to the operate the vehicle over 15 passengers.
5. Be responsible for any fines, forfeitures, damages, or penalties assessed against the College resulting from violation of such statutes, laws, ordinances, rules or regulations.
6. Maintain the Vehicles and keep them in good running condition and working order including required routine maintenance and any repairs.

### **SECTION 3: PROPOSAL REQUIREMENTS**

To evaluate fairly, uniformly, and thoroughly in accordance with the evaluation criteria, responses should conform to the following:

- A. Responses should not exceed five (5) one-sided, not including the required forms. Minimum font size of 12.
- B. Three (3) hard copies of the proposal must be submitted and one (1) electronic copy on a thumb drive. Proposals must be placed in a sealed envelope and clearly marked RFP 23-006. KCKCC cannot accept faxed proposals.
- C. PROFESSIONAL QUALIFICATIONS – Describe the respondents general work experience with bus leases particularly related to educational institutions.
- D. Complete the proposed price sheet for the Lease.

### **Section 4. CONTRACT TERMS**

- 4.1 **Governing Law.** A standard contract document will be negotiated once the successful respondent(s) has been selected. Per state statute, Form DA-146a is required and the State of Kansas will be the governing law.
- 4.2 **Costs.** The costs agreed will be a fixed price and is not subject to increases unless mutually agreeable to both parties. The respondent shall provide all equipment, products, materials, supplies and services necessary for the proper execution and implementation of the agreement.
- 4.3 **Independent Contractor.** The respondent is now and shall remain a separate and independent entity from the College.
- 4.4 The submittal received from the successful respondent, along with the RFP, will be incorporated into the Agreement between the College and the respondent, and all provisions therein shall be provided by the respondent in accordance with the requirements of the submittal, unless superseded by the terms and conditions of the Agreement, RFP, or any subsequent amendment.

**No contract award shall exist until an agreement is approved by the College and executed by both parties.**

**GENERAL TERMS AND CONDITIONS**

1. **Contract Documents.** This Request for Proposals and any completed forms required under the RFP, and College’s Notice of Award letter shall form a binding agreement and shall be made a part of any Agreement (the Agreement) executed between College and the successful Contractor regarding the subject matter herein.
2. **Services.** The Contractor agrees to provide services to College outlined in the RFP.
3. **Term.** The Agreement shall include the term through the project schedule and acceptance of the final product.
4. **Insurance.** While performing its services, Contractor will maintain the following minimum insurance coverage:

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

The Consultant will provide to College certificates evidencing the required coverage prior to commencing services.

5. **Equal Employment Opportunity Clause.** The respondent hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at [41 CFR Chapter 60](#), which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal



Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

- (1) The respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

The respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The respondent will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

6. **Wages & Working Conditions.** Wages billed must be computed on a standard 40-hour work week in compliance with 40 USC 3702. Work in excess of 40 hours per week is permissible if the worker is paid no less than 1.5 their standard pay for hours over 40 in one week for nonexempt employees. Depending on the funding source, federal wage rates may be required from time to time. **Federal wage rates do not apply to this project.**
7. **Safe Working Environment.** No worker must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
8. **Sales Tax Exemption.** KCKCC is exempt from sales tax.

## Proposed Pricing Template

	Pricing Per Bus	Total Annual Pricing (2 Buses)
Lease for 35 Passenger Bus		
Outline any conditions of the above pricing such as maximum number of miles driven per month.		
OPTION 1: Pricing for a driver per vehicle as requested per hour		
Outline any conditions of the above pricing such as notice of need for driver, minimum number of hours to be contracted, distance permitted to drive, etc.		
OPTION 2: 12 -15 passenger van per day		
Outline any conditions of the above pricing such as notice to rent vehicle, length of rentals available (max number of days), etc.		