

**KANSAS CITY KANSAS COMMUNITY  
EDUCATION, HEALTH AND WELLNESS CENTER  
CONDOMINIUM ASSOCIATION**

**NOTICE OF  
REQUEST FOR  
PROPOSALS RFP  
23-005**

**ISSUE DATE: May 2, 2023**

**DUE DATE: May 30, 2023 (3:00pm)**

**Request for Proposals (RFP) – Construction Management at Risk  
for the Kansas City Kansas Community Education, Health and Wellness  
Center Condominium Association**

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

Peter Ho, Owner’s Representative, and member of the Copaken-Brooks team  
[peter.ho@visorconsulting.com](mailto:peter.ho@visorconsulting.com)

The undersigned certifies that he/she has the authority to bind this firm in an agreement to supply the service in accordance with all terms and conditions specified herein and that the firm has the ability, resources, and capacity to fulfil the scope of services. Please type or print the information below.

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

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

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## RFP INFORMATION, INSTRUCTIONS, FORMS

REQUEST FOR PROPOSALS **NO. 23-005**

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

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

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

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

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

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

### **DESCRIPTION OF SERVICES**

The Association will select a qualified general contractor to provide Construction Management at Risk (CMAR) Services for the new Kansas City Kansas Community Education, Health and Wellness Center (Center). The Center will be in downtown Kansas City, Kansas, in one of the Wyandotte County, Kansas Opportunity Zones.

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

More information about the proposed project can be found at:

[www.KCKCEHWC.edu/foundation/campaign/index.html](http://www.KCKCEHWC.edu/foundation/campaign/index.html)

All land has been acquired by KCKCC or obligated by the Unified Government of Wyandotte County, Kansas City, Kansas (Unified Government) for the Downtown Project. Environmental assessment is underway with plans to begin the project design within the next sixty (60) days. Design and construction will be a 30-month process (already underway), with a completion date by June 2025. KCKCC intends to open the building to offer classes in August 2025.

- The current capital construction cost is estimated at \$45 million.
- Estimated Overall Project Area is 100,000 GSF
- Estimated Overall Timeline (Attachment A)
- Estimated Overall Construction Schedule is attached (Attachment B)

The Center site will be between 6<sup>th</sup> and 7<sup>th</sup> Street Trafficway, State Avenue and Nebraska Street, on the south side of the block (facing State Avenue). The main entrance is currently planned for the corner of 7<sup>th</sup> Street Trafficway and State Avenue, Kansas City, Kansas. The existing building at 624 State Avenue, Kansas City, Kansas is intended to remain on site. The structures on the balance of the block facing State Avenue are planned for demolition.

Additionally, the corner of 6<sup>th</sup> and Nebraska will be available for staging for the CMAR. Once the vertical construction is complete, the lot will be reconstructed as a parking lot with approximately ninety (90) parking spaces by the CMAR. On both sides of State Avenue between 6<sup>th</sup> and 7<sup>th</sup>; west side of 6<sup>th</sup> and northern half of 6<sup>th</sup> Street will be modified to accommodate diagonal parking as part of the scope. If possible and permitted by the Unified Government, additional parking may be added on Nebraska. School bus drop off zones will also be incorporated into the design and construction on State Avenue.

Outside of the scope of the CMAR, historical elements will be removed from the church at the corner of 7<sup>th</sup> and State Avenue. These are intended to be incorporated into the new Center by the CMAR.

Environmental abatement will be managed outside of this contract, as well as survey, design services, historic preservation, geotechnical, and selective demolition of the church. The timeline for the full demolition of all buildings is to be determined and may be under the scope of the CMAR (separate line-item budget available outside of the \$45 million).

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

**A. Project Description.**

The Architect (PGAV) developed a conceptual design plan as a basis for discussion and consideration. The Association will consider adjustments to improve the design and/or reduce costs. Programming is underway currently to refine the concept plans.

As envisioned, the Downtown Project will be approximately 100,000 square feet. The “educational stack” building at the corner of 7<sup>th</sup> Street and State Avenue will have four floors (approximately 66,000 total square feet). This building will include 3,200 to 3,500 square feet on the first floor for a financial center operated by CACU. Additionally, there will be a KCKCC welcome center, art gallery space, community meeting rooms, and shared public lobby. Remaining space on floors 1-3 will be dedicated educational classrooms, offices, meeting spaces, and lab space for KCKCC (approximately 46,000 square feet). Floor 4 will be dedicated to Swope Health as a health and wellness space (approximately 16,500 square feet).

Connected to the “educational stack,” will be an additional one floor building extension (approximately 34,000 square feet) for KCKCC technical education class and lab spaces.

As envisioned, an underground parking structure with approximately 46 parking spaces would be constructed on the site working with the existing topography (note the conceptual drawing illustrates 50+ spaces).

**B. Key Responsibilities of the Construction Manager at Risk**

As an instrumental partner in the project, the CMAR shall have the following primary duties:

1. CMAR will serve as the General Contractor (GC) for the Downtown Project – the Downtown Project will be developed through a two-step process, with the site development in phase 1 and vertical construction of the facility in phase 2.
2. CMAR shall bid all subcontracts in accordance with the KCKCC purchasing process and any applicable federal and state laws or regulations. Bid packages will be prepared by the CMAR, bids will be competitively solicited and received by the KCKCC. The CMAR will review all bids and make recommendations for the award, with input from PGAV, Copaken-Brooks and Association members. All subcontracts will be held and managed by the CMAR.

3. CMAR shall be responsible for cost estimating at every stage of the project through design and construction. CMAR will recommend alternative options to remain within the overall construction budget of \$45 million. CMAR is responsible for ensuring the total budget is not exceeded without express written approval from the Association and is at risk for cost management.
4. CMAR will have input in the design of the Center, identification of items that have long lead times for advance purchasing and proceed with purchasing of such items through a competitive solicitation process.
5. CMAR shall be responsible for construction oversight of the site and building, quality control, site management, and all other GC duties.
6. CMAR shall be required to attend weekly meetings and any additional meetings as may be required with Association representatives, PGAV, and Owner Representative.

This RFP is being issued by KCKCC on behalf of the Association. The successful bidder will contract with the Association.

## **INSTRUCTIONS FOR SUBMITTING PROPOSALS**

### A. GENERAL

All proposals must be submitted in accordance with these instructions.

1. Six (6) original paper copies and two (2) electronic copies (on two (2) thumb drives) of the proposal must be submitted in a sealed envelope, labeled with the project number and project title.

Submit to:

ATTENTION: Dr. Shelley Kneuvean, Finance  
7250 State Avenue, Finance  
Kansas City, Kansas 66112

2. The Association reserves the right, in its sole discretion as may be deemed in the best interest of the Association, to accept or reject any or all submittals and to waive any defects and irregularities in a submittal. The successful CMAR will be selected based upon the submittal deemed most advantageous by the Association in its sole discretion as submitted in response to the RFP.
3. Any submittal may be withdrawn at any time prior to the time specified herein for the submittal date. 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 #23-005 Construction Manager at Risk. If not so noted, then the successful bidder 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 Association.
5. Questions and information pertaining to any item of this RFP may be obtained by submitting a request in writing via email to the attention of:
6. Peter Ho, Owner's Representative, and member of the Copaken-Brooks team  
[peter.ho@visorconsulting.com](mailto:peter.ho@visorconsulting.com)
7. No communication will take place between contractors and staff at the three organizations that comprise the Association concerning the Project during the RFP process, except in writing.
8. Services shall not be subcontracted or assigned, in whole or part, without the

Association's written consent. Areas of work that cannot be accomplished by the bidder 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 bidder.

9. Each bidder is responsible for becoming familiar with the requirements of this RFP. Lack of knowledge concerning the RFP's requirements will not relieve the bidder of conditions submitted in response to the submittal.
10. If it becomes necessary to revise this RFP in whole or in part, an addendum will be provided to all bidders on record as having received the RFP. It is important to note, however, that it remains the responsibility of the bidder to determine if any addenda have been issued and to obtain those addenda prior to submitting their submittal.
11. If an addendum is required, all potential bidders will be notified through a posting the KCKCC's purchasing website:  
  
[www.kckcc.edu/about/organization/financial-services/doing-business/index.html](http://www.kckcc.edu/about/organization/financial-services/doing-business/index.html)
12. The Association and its members will not be liable for any costs that a bidder may incur in the preparation of and/or presentation of the submittal.
13. In all cases, no verbal communication will override written communication and only written communications are binding.
14. The Association shall not be obligated to return the bidder's submittal once submitted, whether the submittal is withdrawn or not.
15. Successful bidders must comply with the General Terms and Conditions and all applicable federal, state, and local laws or regulations.

## B. EVALUATION CRITERIA

Evaluation will be in accordance with the Association's policies and practices and shall also adhere to the purchasing policy of KCKCC, any applicable federal, state, or local laws or regulations and any other applicable requirements of various funding sources.

### **BIDDERS ARE REQUIRED TO SUBMIT ALL INFORMATION ON THE REQUIRED FORMS.**

The Association shall base its selection upon, but not limited to, the following criteria:

#### **1. Form A, Interest and Firm Submittal**

A brief description of the firm, including its location, years in business, history, and



philosophy. Include an outline of the firm's officers and executive management.

## 2. Form B, Related Experience & References

The Proposal shall include a list and description of at least five (5) directly relevant projects completed in the previous ten years that demonstrate the bidder's experience in CMAR services and GC services for newly constructed buildings, including projects for higher education or other public institutions.

List the projects in order of priority, with the most relevant project listed first. Provide for each, at a minimum:

- Project name, location, year completed, contract delivery method, and description.
- Project size (gross square feet) and original and final construction cost.
- Include whether the project met the budget and schedule.
- Color images of example projects.
- Names of the Project Manager and Project Superintendent. Identify any members of the proposed CMAR team that also worked on the project. Include a description of their role on the project.
- References and current contact information for all projects included. Each reference should have relevant experience with the bidder on at least one of the projects listed and with key personnel of the CMAR team being proposed.

## 3. Form C, Project Team & Applicable Resumes

The Proposal shall identify the personnel presented as part of the construction management team for the Project. Careful consideration should be given to which personnel are included as part of the proposed construction management team for the Project as the Association's evaluation and any potential selection of the Firm for the project will in large part be based upon the qualifications and experience of the Firm's personnel represented in the statement of qualifications. Throughout the duration of the Project the Association fully expects the personnel presented for this Project to be actively involved as part of the Project Team and to serve in the roles as represented in the statement of qualifications. Therefore, the successful CMAR shall understand their obligation to maintain the construction management team's composition throughout the Project unless sufficient cause for change is presented to the Association. If a Project Team member is substituted, it will be subject to approval by the Association.

- Provide resumes showing time with firm and list of relevant experience for your project leadership team including Principal In-charge, Project Manager, Project Superintendent, and Lead Cost Estimator.
- As a percentage of their overall time, provide a statement on the availability and

commitment of the firm, its principal(s) and assigned professionals to undertake the Project.

- The proposal shall include a description of the CMAR's proposed preconstruction and construction management team. CMAR shall identify all key personnel as well as any consultants. The proposal shall outline roles, responsibilities, and reporting relationships. The proposal shall identify the key contact person for communicating with the Association on all project-related matters. The proposal shall include an organizational chart of CMAR's team including project manager and any consultants.
- Provide resumes for all key personnel; include educational background/training and detailed descriptions of roles played on past projects.
- Include at least two professional references (and current contact information) for each of the key personnel and for each consultant.

#### 4. Form D, Project Approach

- Proposal shall include a narrative indicating an understanding of the scope of the Project and the Services to be performed. An overview of the intended approach to providing preconstruction and construction management services should be provided.
- Describe the proposed methodology for working with the Association, the Owner's Representative, the Architect, and their consultants to deliver a Guaranteed Max Price (GMP) and maintain it throughout the entire process.
- Provide a narrative of your approach to securing the information necessary to arrive at a complete GMP and your process for subsequently ensuring that the final 100% Construction Documents align with the project's GMP in both quality and scope.
- Describe the firm's history and ability to establish and maintain schedules.
- Describe the firm's history and ability to establish accurate budgets, GMP's and strategies for controlling costs.
- Describe the firm's cost estimating methods.
- Describe the firm's capacity and availability to include the firm's approach to handling contemporaneous projects. Specifically outline work to be performed by the CMAR directly and how competitive pricing will be ensured.
- Describe the firm's approach to subcontractor solicitation, ensuring subcontractor

capacity and availability, subcontractor oversight and payment to include processes for verifying work completion and quality, addressing any substandard or warranty work, obtaining appropriate lien waivers or releases.

#### 5. Form E, Bonding, Insurance Coverages & Litigation Status

- Provide bonding capacity documentation.
- Provide a certificate of insurance showing the firm's current limits of liability for commercial, general, and professional liability, workers compensation, and business automobile liability.
- Describe the firm's safety history.
- List all construction related litigations, arbitrations, or mediations of the firm in the last five years involving the Contractor and/or its principles.

#### 6. Form F, Pricing & Warranty

With a total construction budget of \$45 million and construction schedule of 20 months from November 2023 through June 2025 (total project is 30 months including design) provide:

- CMAR Fees, General Conditions, and General Requirements (list specifically).
- Monthly fixed cost rate if construction schedule extends past 20 months.
- Include a sample of a total project cost estimate and a sample final GMP document used to establish the GMP contract amount; including the construction contingency amount and the proposed language for authorizing and spending any construction contingency carried by the CMAR.
- Outline proposed warranty information.

Note that a Project Exemption Certificate will be sought for the project since KCKCC and Swope Health are tax exempt.

#### 7. Form G, Preconstruction, General Conditions & General Requirements Fee Matrix

Please complete Form G and add any additional items in each section under "other." The form is not intended to be an exhaustive list but a basis of comparisons between bids.

#### 8. FORM H, Lobbying Certification

### C. SELECTION CRITERIA

**Selection will be made based upon the lowest and most Responsible Bidder. A Responsible Bidder is a firm who has the capability in all respects to perform fully the contract**

requirement, and the integrity and reliability which will assure good faith performance.

The proposals will be evaluated against criteria and required submittals. The specified criterion is listed, but is not limited to, the following in no particular order:

1. Firm Overview
2. Relevant Experience
3. Proposed Management Team/Qualifications
4. Approach to CM-at-Risk
5. Bonding, Insurance, Safety Experience, and Litigation History
6. Pricing and Warranty

#### D. RESPONSE FORMAT

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

**Proposals MUST be submitted on the required forms.** Additional information provided should not exceed twenty (20) one-sided pages or ten (10) two-sided pages, excluding dividers from the page count. Resumes of key owners/supervisors/employees may be attached as additional information. Please also note any items of potential concern that the CMAR may have and strategies to address such concerns.

#### Additional Information

Forms:

Form A – Firm Interest

Form B – Related Experience and References

Form C – Key Personnel

Form D – Project Approach

Form E – Bonding, Insurance, & Litigation

Form F – Pricing & Warranty

Form G – Pre-Construction, General Conditions & Project Requirements Fee Matrix

Lobbying Certificate

#### E. CONTRACT TERMS

Per state statute, Form DA-146a is required and the State of Kansas will be the governing law.

This project is funded in full or in part by the American Rescue Plan Act (ARPA). All contracts or agreements paid for in part or in full are subject to the Uniform Guidance found in 2 CFR 200 Appendix II.

The costs agreed to are to be fixed prices for the entire contract period and are not subject to increases unless mutually agreeable to both parties. The CMAR shall provide all equipment, products, materials, supplies, and services necessary for the proper execution and implementation of the agreement.

Currently, Davis-Bacon Prevailing Wage laws do not apply. Should funding become available that does require Prevailing Wages, the Association would work with the CMAR to segregate costs if possible or develop an agreed upon approach compliant with funding requirements.

The Bidder is now and shall remain a separate and independent entity from the Association.

#### F. BASIS OF CONTRACT AWARDS

The submittal received from the successful bidder, along with the RFP, will be incorporated into the Agreement between the Association and the bidder, and all provisions therein shall be provided by the bidder 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 Association and executed by both parties.**

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## **GENERAL TERMS AND CONDITIONS**

1. **Contract Documents.** This Request for Proposals, Construction Manager at Risk Qualifications Submittal, including without limitation any completed forms required by the Construction Manager at Risk under the Request for Proposals, and Association's Notice of Award letter shall form a binding agreement and shall be made a part of any Agreement (the Agreement) executed between Association and the successful Construction Manager at Risk regarding the subject matter herein.
2. **Construction Management at Risk.** The Construction Manager at Risk agrees to provide professional services to the Association, which may include but are not limited to: Preconstruction Services, Bidding and Awarding, Construction Services, and Post Occupancy Services.
3. **Insurance & Bonding.** While performing its services, the Construction Manager at Risk will maintain the following minimum insurance coverage.

### **General Requirements**

- a) The contractor should be required to provide properly completed insurance certificates prior to beginning work for not less than the limits and terms set forth in the service agreement.
- b) Insurers providing coverage should be licensed to do business in the State of Kansas.
- c) Insurers should provide all insurance coverage with a Best's rating of no less than A-IX.
- d) The Association, KCKCC, Swope Health, and CACU should be named as Additional Insured for General Liability, Automobile Liability, and Umbrella coverage. However, adding the Association as an additional insured shall not nullify coverage of claims or actions the Association may have against the Construction Manager at Risk. The Construction Manager at Risk will provide the Association certificates evidencing the required coverage prior to commencing services.
- e) All insurance policies should contain a minimum 60-day cancellation notice and if insurance providers change, the contractor shall immediately notify the Association and its representatives and provide the new insurance certificate. At no time shall there be a gap in coverage.

### **General Liability**

- a) The Construction Manager at Risk shall maintain General Liability coverage including Premises-Operations Liability, Independent Contractors Liability, Products and Completed Operations, and Broad Form Property Damage with these minimum limits:

Bodily Injury & Property Damage: \$1,000,000 Per Occurrence/\$2,000,000 Aggregate  
Fire Damage Liability: \$100,000

Medical Payments: \$5,000

- b) Coverage should contain a “Per Project Aggregate” provision. Contractors should maintain coverage for at least two years following project completion and be required to provide evidence of coverage accordingly.

**Auto Liability**

The Construction Manager at Risk shall maintain Auto Liability coverage on a “Symbol 1-Any Automobile” basis including coverage for Non-owned and Hired Automobile Liability providing for injuries to members of the public and damage to property of others arising from the use of motor vehicles with these minimum limits:

Bodily Injury & Property Damage: \$1,000,000 Combined Single Limit  
\$2,000,000 aggregate

**Workers Compensation**

The Construction Manager at Risk shall maintain Workers’ Compensation coverage for all claims made under applicable state workers’ compensation laws with these minimum limits:

Workers Compensation: Statutory  
Employers Liability: \$500,000 Each Accident/\$500,000 Disease Policy Limit/\$500,000 Each Employee

**Umbrella**

At least \$2,000,000 in umbrella coverage.

**Professional Liability Insurance & Errors and Omissions Coverage**

Professional Liability: At least \$1,000,000 per occurrence/claim

Errors and Omissions: At least \$1,000,000 per occurrence/claim

**Construction performance/payment bond will be required based on a construction cost of \$45,000,000.**

- 4. **Equal Employment Opportunity Clause.** The CMAR hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Construction Manager at Risk (CMAR) agrees as follows:

- a) The CMAR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The CMAR 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.
- c) The CMAR 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.
- d) The CMAR will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The CMAR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.



- f) The CMAR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the CMAR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h) The CMAR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.
- i) The CMAR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- j) The CMAR further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- k) The CMAR agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering

agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

- I) The CMAR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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

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

- a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b) For the purpose of public safety, security of government facilities, physical security

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

7. **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 times their standard pay for hours over 40 in one week. The Association retains the right to audit payroll records for employees to ensure compliance with proper wages.

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

## 8. **Federal Laws**

- a) An agreement to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the State of Kansas and the Regional Office of the Environmental Protection Agency (EPA).
- b) Buy America is encouraged in product selection but not required.
- c) No contractor shall be selected if it is debarred or excluded by the federal government to do work on a federally funded project. This will be verified by a SAMS.gov check.
- d) This project is funded in full or in part by the American Rescue Plan Act (ARPA). All contracts or agreements paid for in part or in full are subject to the Uniform Guidance found in 2 CFR 200 Appendix II.
- e) Currently, Davis-Bacon Prevailing Wage laws do not apply. Should funding become available that does require Prevailing Wages, the Association would work with the CMAR to segregate costs if possible or develop an agreed upon approach compliant with funding requirements.

**9. Local and MBE/WBE Participation Goals & Small Business Opportunities**

CMAR will use its best efforts to meet the following goals based upon the total cost of Construction of the Project and all related facilities undertaken by CMAR. In no event shall CMAR be required to incur higher costs as a result of its commitment to attempt to meet such goals. In the event CMAR obtains bids for any aspect of the Project for which a bid by a Proposer qualifying as an LBE, MBE, or WBE is not the lowest or best bid, CMAR shall not be required to meet the LBE/MBE/WBE participation percentage goals for that aspect of the Project. These goals are based upon a disparity study performed for the Kansas City Metropolitan Area for LBE, MBE, and WBE participation. These goals are not to act as quotas or set asides.

Local Business Enterprise (Wyandotte County-based)	15%
Minority Business Enterprise (MBE)	14%
Women Business Enterprise (WBE)	7%

“Local Business Enterprise or LBE” means a business headquartered or which maintains a major branch that performs significant functions of the business in Wyandotte County or a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and whose day-to-day management is under the control of an individual residing in Wyandotte County. There is no formal certification process for LBE designation.

“Minority Business Enterprise or MBE” means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is Downtown Campus Development Agreement Exhibit K - 2 601279139.16 CORE/0501343.0168/179740420.5 under the control of a person who is a member of an American ethnic minority group including African[1]American, Asian-Indian, Asian-Pacific, Hispanic and Native American.

“Women Business Enterprise or WBE” means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of one or more women who are U.S. citizens or legal resident aliens.

It is the intent of the Association to give preference to the utilization of LBEs so long as all other factors relating to the award of an individual contract are equal.

If the factors relating to an award of an individual contract are equal, the CMAR shall give preference to the utilization of LBEs over the utilization of MBEs and WBEs. The CMAR shall strive to meet each individual goal listed.

**RFP Schedule**

The following is a list of planned dates for the Project (subject to change):

Issue RFP.....	May 2, 2023
Pre-Proposal Meeting Optional (on-line option) .....	May 16, 2023, at 3:00 pm-4:30 pm
Written Questions Cut Off Date and Time .....	May 19, 2023, by 5:00 pm
Written Responses to Questions.....	May 24, 2023, by 5:00 pm
RFP Proposals Due.....	May 30, 2023, by 3:00 pm
Notifications for Interviews.....	June 5, 2023
Interviews.....	June 9, 2023
Notification to Selected CMAR.....	June 14, 2023
Begin Contract Negotiations.....	June 15, 2023
Begin Preconstruction Services.....	June 22, 2023
Anticipated Selective Church Demolition Begins (by others)....	July, 2023
Anticipated Demolition Begins.....	August, 2023
Anticipated Construction Start.....	January, 2024
Substantial Completion.....	June, 2025

**ATTACHMENTS**

Attachment A Project Schedule

Attachment B Conceptual Plans & Images