

KANSAS CITY KANSAS COMMUNITY COLLEGE

NOTICE OF REQUEST FOR PROPOSALS (RFP) 24-007

Issued Date: March 11, 2024

**Sealed proposals must be received by
2:30 p.m. on April 2, 2024 for the following:**

HVAC Replacement

**Pre-Proposal Meeting (MANDATORY): March 21, 2024 @ 10:00 AM CST
Meet at the Faculty Services Bldg., 7250 State Ave., Kansas City, KS 66112**

All questions regarding this RFP must be submitted in writing via email to:

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

The undersigned certifies that they have the authority to bind this company in an agreement to supply the services 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.

FORM A

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

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RFP INFORMATION, INSTRUCTIONS, FORMS

RFP NO. 24-007

PROFILE OF KANSAS CITY KANSAS COMMUNITY COLLEGE

Kansas City Kansas Community College (KCKCC) is a centrally located, 2-year public institution in the Kansas City metropolitan area in northeast Kansas. The College was founded in 1923 and is accredited by the Higher Learning Commission. KCKCC's Main Campus and Technical Education Centers are within the city limits of Kansas City, Kansas, located within Wyandotte County near State Avenue and College Parkway. The College also serves Leavenworth County with a satellite center, Pioneer Career Center. In total, KCKCC serves about 8,000 students per year.

The stated mission of KCKCC is to "inspire individuals and enrich our community one student at a time."

INSTRUCTIONS FOR SUBMITTING PROPOSAL

SECTION 1: GENERAL INSTRUCTIONS

All submittals must be in accordance with these instructions.

- A) Submit three (3) original paper copies of the submittal response in a sealed envelope, labeled with the RFP number and project title. Two (2) electronic copies on separate USB drives 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 Specialist, Administrative Offices.
- B) 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.
- C) Any submittal may be withdrawn prior to the time submittals are due, but no submittal may be withdrawn for a period of ninety (90) days after the submittal deadline.
- D) Any exceptions to the terms, conditions, or specifications of the RFP must be clearly noted in the submittal as follows: **Exceptions to RFP 24-007**. 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.
- E) Questions and clarifications pertaining to any item of this request may be obtained by submitting a request via email prior to the submittal deadline as noted on Page 1. Except in writing as noted on page 1, no other communication will take place between respondents and employees of the College during the RFP process.
- F) 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.
- G) 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 herein.
- H) 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 and posted on the College website. **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.**
- I) The College will not be liable for any costs that a respondent may incur in the preparation or presentation of the submittal.

- J) In all cases, no verbal communications will override written communications, and only written communications are binding.
- K) The College shall not be obligated to return the respondent's submittal once submitted, whether the submittal is withdrawn or not.

SECTION 2: EVALUATION CRITERIA

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

A) Approach to the Project

The approach to the scope of the services being requested and the extent to which respondents meet or exceed the requirements of the College. The HVAC replacements will occur while buildings are occupied, so please address continuation of business operations approach.

B) Personnel

Professional credentials and experience of all personnel who will be involved with the project. The specialized experience and technical competence of the respondent with respect to the type of services required.

C) Capacity to Perform the Work

The capacity and capability of the respondent to perform the work in question, including specialized services, within an acceptable timeframe to complete the project. Total resources of the respondent that can be applied to the Project, including project schedules.

D) Experience

The past record of performance of the respondent with respect to such factors as previous similar work, control of costs, quality of work, and ability to meet schedules. Previous experience with similar or like services as outlined in this RFP, including references, level of satisfaction of present and former clients of comparable size and complexity will be considered.

E) Familiarity

The respondent's proximity to and familiarity with the College and/or higher education. Demonstrated understanding of the scope and work required as evidenced by the submittal and the ability of the respondent to deliver services as requested.

Fee Proposal

Selection will be made based upon most responsible respondent in the sole discretion of the College, including costs. A responsible respondent is a firm who has the capability and experience in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

SECTION 3: PROPOSAL SUBMITTALS

A) Bid/Proposal Format

Structure submittal, specific to the following outline, clearly identifying each section:

1. Respondent Acknowledgement Sheet – Completed copy of the cover page located at the beginning of this RFP. *FORM A.*
2. Company Overview and History - Describe your company, officers, number of employees, and operating policies. State the number of years your organization has been in business and the financial stability of your company (no more than 2 pages). *No form.*
3. Experience – Describe your experience in performing the services requested in this RFP. Indicate if you have previously contracted with KCKCC, and if any contract with KCKCC was terminated or declared in default by the College due to performance, breach, or other concerns. Provide three (3) references, that include current and former public higher education clients for similar work. *FORM B.*
4. Key Personnel – Identify key personnel who would be assigned to this project to provide the services described in the Scope of Work. Include an organizational chart and resumes as appropriate. *FORM C.*
5. Project Approach – Describe in detail the approach to the project. Provide a detailed, task-oriented timeline for the project as it relates to the project requirements. *FORM D.*
6. Fee Proposal – Provide a price proposal with a fixed price / lump sum amount for the project based on the scope of services outlined in this RFP. Also, include a fee schedule in an hourly billable rate format for all project personnel in the event additional services are requested. Unless stated, the College shall assume that no other fees will be assessed in connection with the provision of services and to satisfy the RFP requirements. *FORM E.*

SCOPE OF SERVICES & RESPONSIBILITIES

SECTION 1: INTRODUCTION TO PROJECT

Kansas City Kansas Community College (KCKCC) is requesting bids from qualified, licensed and insured qualified firms with the necessary resources and experience to remove and install new HVAC systems as outlined in the RFP. KCKCC plans to replace/upgrade several HVAC units at the main campus location at 7250 State Ave, Kansas City, KS 66112. Controls for units should be coordinated with C & C Group and should be included in pricing. All work should be completed before July 1, 2024.

SECTION 2: SCOPE OF WORK

A. Lower Social Science

1. Remove the existing controls and save for use on the new equipment.
2. Disconnect the existing air handling unit, remove from building and haul away.
3. Provide and assemble in place the following new equipment
 - a) Daikin Air Handling Unit to match capacity of existing (Carrier 39ACA100729)
 - b) Multi Zone Unit

- c) Electric Heat Package
 - d) Economizer Section
 - e) Fan Wall Supply Fan with EC Motors
 - f) Chilled Water Coil with Stainless Steel Drain Pan
 - g) Two inch Double Wall Construction
 - h) Gasketed Access Doors
4. Perform necessary chilled water piping modifications required to connect new air handling unit to the existing chilled water piping.
 5. Re-insulate all chilled water piping in mechanical room using fiberglass pipe insulation.
 6. Pipe condensate to floor drain.
 7. Relocate the existing controls to the new air handling unit.
 8. Perform necessary duct modifications required to connect new air handling unit to the supply/zone ductwork, outside air ductwork and return air. Provide canvas connections at duct to equipment joints.
 9. Connect power/control wiring to new equipment.
 10. Start new equipment; check for proper operation and air flow.
 11. Provide a one year parts and labor warranty on new equipment and installation.

B. Lower Science

1. Remove the existing controls and save for use on the new equipment.
2. Disconnect the existing air handling unit, remove from building and haul away.
3. Provide and assemble in place the following new equipment;
 - a) Daikin Air Handling Unit to match capacity of existing (Carrier 39CA090129)
 - b) Multi Zone Unit
 - c) Electric Heat Package
 - d) Economizer Section
 - e) Fan Wall Supply Fan with EC Motors
 - f) Chilled Water Coil with Stainless Steel Drain Pan
 - g) Two inch Double Wall Construction
 - h) Gasketed Access Doors
4. Perform necessary chilled water piping modifications required to connect new air handling unit to the existing chilled water piping.
5. Re-insulate all chilled water piping in mechanical room using fiberglass pipe insulation.
6. Pipe condensate to floor drain.
7. Relocate the existing controls to the new air handling unit.
8. Perform necessary duct modifications required to connect new air handling unit to the supply/zone ductwork, outside air ductwork and return air. Provide canvas connections at duct to equipment joints.
9. Connect power/control wiring to new equipment.
10. Start new equipment; check for proper operation and air flow.
11. Provide a one year parts and labor warranty on new equipment and installation

C. Lower Field House

1. Remove the refrigerant and oil from the existing system per EPA regulations.
2. Remove the existing controls for use on the new equipment.
3. Disconnect the existing air handling unit, condensing unit and refrigerant piping and haul away.
4. Provide and set in place the following new equipment;
 - a) Daikin Dual Circuit, R-410A, 15 ton air cooled condensing unit
 - b) Multizone air handling unit
 - c) New electric heat for 7 zones
 - d) Stainless steel drain pan
 - e) Dual circuit evaporator coil

- f) Fan wall with EC Motors
 - g) 6000 CFM
 - h) Gasketed Access Doors
5. Run new refrigerant piping from condensing unit to air handling unit.
 6. Pipe condensate to drain.
 7. Relocate existing controls to the new unit.
 8. Perform necessary duct modifications required to connect new air handling unit to supply duct return and outside air. Provide canvas connections at duct to equipment joints.
 9. Connect power/control wiring to new equipment.
 10. Evacuate system and charge with R-410A refrigerant.
 11. Start new equipment; check for proper operation and air flow.
 12. Provide one year parts and labor warranty on new equipment and installation.

D. ESOC Rooms 3415 and 3414

1. Remove abandoned air handling unit above 3500 entrance and haul away.
2. Provide and mount in place of existing air handling unit the following new unit;
 - a) Magic Aire Model HBB 40AC, 10 ton chilled water air handling unit
 - b) Mixing box
 - c) ABB Variable Frequency Drive
 - d) 4000 CFM at 1.5 inch static
3. Provide the following fan powered VAV boxes with electric heat;
 - a) 3500 entrance, 8 inch (box with 7.5 kW electric heat)
 - b) Room 3415 8 inch box with 5 kW electric heat
 - c) Room 3414 8 inch box with 5 kW electric heat
4. Ductwork
 - a) Connect new air handling unit to the existing outside air
 - b) Run a supply duct from air handling unit to classroom 3415 and 3414
 - c) Tie new fan powered VAV boxes to new supply duct
 - d) Run a supply duct off each new fan powered VAV box
 - a) At both 3500 entrances tap off to 3, lay in, supply air diffusers
 - b) For rooms 3515 and 3514, tap off to 2, lay in, supply air diffusers for each room
 - e) Return air will be a free return into hallway through ceiling egg crate
5. Connect chilled water piping to new air handling unit.
6. Tie new air handling unit to the existing condensate drain.
7. Insulate all new chilled water piping.
8. Run power wiring to new air handling unit and fan powered boxes.
9. Controls
 - a) C&C Group to provide and install (1) control panel and (1) new controller.
 - b) C&C Group to extend LON communication new controller installed in new TCP
 - c) C&C Group to provide and install control wiring for the following control points:
 - i. Supply fan start/stop-VFD
 - ii. Supply fan status
 - iii. Supply fan speed-VFD
 - iv. Supply fan Alarm-VFD
 - v. Discharge air temperature
 - vi. Return air temperature
 - vii. Low Limit-Freeze
 - viii. Economizer-Actuator provided and installed by others
 - ix. Chill water valve-Valve provided and installed by others
 - d) C&C Group to provide and install (1) new CT, (2) duct mounted temperature sensors, (1) Freeze stat

- e) (3) Fan Powered Boxes-Electric Reheat
 - f) C&C Group to extend LON communication to (3) new box controllers for (3) new fan powered boxes.
 - g) C&C Group to provide and install control wiring for the following control points
 - a) Fan start/stop
 - b) Fan status
 - c) Discharge air temperature
 - d) Electric heat command
 - h) C&C Group to provide and install (3) new CT, (3) new duct mounted temperature sensor and (3) wall mounted thermostats (including rough-in)
10. Remove existing wall mounted unit ventilators and 3500 entrance fan coil unit; cap piping and outside air opening. (Owner to repair/paint walls).
 11. Start new equipment and check for proper operation.
 12. Provide a one year parts and labor warranty on new equipment and installation.

E. Performing Arts Center Hallway

1. Remove the four existing fan coil units and haul away.
2. Cap chilled water piping and condensate drain piping to fan coil units.
3. Owner to repair walls where fan coil units have been removed.
4. Provide and suspend above lay-in ceiling on east end of hall the following equipment;
 - a) One Magic Air, 5 ton air handling unit with chilled water coil and air filter rack
 - b) One ABB Variable Frequency Drive
 - c) Two; 8 inch Fan Powered, VAV boxes with 7.5 kW electric heat; one to serve west entrance area and one to serve hallway
5. Run a supply air duct from air handling unit above hallway ceiling to the west and tap off to serve the two new fan powered VAV Boxes.
6. Run chilled water piping to new air handling unit.
7. Insulate all new chilled water piping and insulation damaged during fan coil unit removal.
8. Run power wiring to new air handling unit and boxes.
9. Controls
 - a) Provide temperature sensors and box controls for two fan powered VAV Boxes
 - b) Air Handling Unit
 - i. Static Pressure VFD Control
 - ii. Discharge Air Temperature Control
 - iii. Two Way Chilled Water Control Valve
 - iv. On/off Control
 - v. Graphics/Alarms
10. Start system and check for proper operation.
11. Provide a one year parts and labor warranty on new equipment and installation.

GENERAL CONTRACT TERMS AND CONDITIONS

SECTION 1: GENERAL TERMS

A) Governing Law

A contract document will be negotiated once the successful respondent has been selected. Per state statute, Form DA-146a will be part of the final contract and the State of Kansas will be the governing law.

B) Costs

The costs will be a fixed price / lump sum which is not subject to increase unless mutually agreeable to both parties. The respondent shall provide all personnel, equipment, products, materials, supplies, and services necessary for the proper execution and implementation of the agreement.

C) Independent Contractor

The respondent is now, and shall remain, a separate and independent entity from the College.

D) Submittal

The RFP and submittal received from the successful respondent will be incorporated into the agreement between the College and the respondent, and all provisions therein shall be incorporated, unless superseded by the terms and conditions of the agreement or any subsequent amendment. No contract award shall exist until an agreement is approved by the College and executed by both parties.

E) Term

The agreement shall include the project schedule and acceptance of the final product.

F) Insurance

While performing the services, the respondent will maintain minimum insurance coverage specified herein. The College will be listed as an additional insured in respect to general liability, automobile liability, and umbrella/excess insurance. However, the addition of the College as an additional insured shall not in any way nullify coverage for claims or actions the College may have against the respondent. The respondent will provide the College certificates evidencing the required coverage prior to commencing services.

<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
	\$1,000,000 per occurrence,
Umbrella	\$2,000,000 aggregate
Professional Liability	\$2,000,000
	\$1,000,000

G) Equal Employment Opportunity Clause

The Respondent hereby agrees to the following provisions:

1. No Discrimination

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, or any other classification protected by law. The respondent will 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 or any other classification protected by law.

2. Posting Non-Discrimination Notices

The respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices 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 respondent, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, or any other classification protected by law.

3. No Retaliation

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, or for filing a complaint of discrimination. 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 respondent's legal duty to furnish information.

4. Noncompliance

In the event of the respondent'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 respondent 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.

5. Subcontractors

The respondent will include the nondiscrimination provisions herein 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.

6. Secretary of Labor Compliance

The respondent agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of respondent and subcontractors with the equal employment 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.

H) Debarred Contractors

The respondent further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order, and will carry out such sanctions and penalties for violation of the equal employment 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 respondent 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 respondent under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such respondent; and refer the case to the Department of Justice for appropriate legal proceedings.

I) Smoke and Tobacco-Free College

The respondent agrees to abide by the Smoke and Tobacco-Free College policy for all employees and subcontractors while at College locations.

J) Sales Tax Exemption

The College is exempt from sales tax and it should be excluded from all proposals.

FORM B: EXPERIENCE / REFERENCES

Project Title/Location (city/state):		a. Year professional services completed:
b. Project Owner:	c. Client Point of Contact	d. Point of Contact Telephone:
e. Brief Description of the Project:		
Project Title/Location (city/state):		a. Year professional services completed:
b. Project Owner:	c. Client Point of Contact	d. Point of Contact Telephone:
e. Brief Description of the Project:		
Project Title/Location (city/state):		a. Year professional services completed:
b. Project Owner:	c. Client Point of Contact	d. Point of Contact Telephone:
e. Brief Description of the Project:		

FORM C: KEY PERSONNEL

Complete this form for all personnel assigned to the project

1. Name		2. Role(s) on this Project:	
3. Firm Name / Location (city/state):		4. Total Years Experience:	5. Years Experience w/current firm:
6. Education [Degree(s)/Specialization]:		7. Current Professional Registrations [state(s)/discipline]:	
8. Additional Professional Qualifications [Publications, Organizations, Training, Awards, etc.]:			

Relevant Example Projects Listed in Part B

___ Project Title / Location (city/state):	Year Services Completed: Professional / Construction
Specific Role(s):	With current Firm? If no, list firm.
Brief Description (Scope, Size, Cost, etc.)	

___ Project Title / Location (city/state):	Year Services Completed: Professional / Construction
Specific Role(s):	With current Firm? If no, list firm.
Brief Description (Scope, Size, Cost, etc.)	

___ Project Title / Location (city/state):	Year Services Completed: Professional / Construction
Specific Role(s):	With current Firm? If no, list firm.
Brief Description (Scope, Size, Cost, etc.)	

Relevant Example Project Not listed in Section B

1. Project Title / Location (city/state):	Year Services Completed: Professional / Construction
Specific Role(s):	With current Firm? If no, list firm.
e. Brief Description (Scope, Size, Cost, etc.)	

2. Project Title / Location (city/state):	Year Services Completed: Professional / Construction
Specific Role(s):	With current Firm? If no, list firm.
e. Brief Description (Scope, Size, Cost, etc.)	

3. Project Title / Location (city/state):	Year Services Completed: Professional / Construction
Specific Role(s):	With current Firm? If no, list firm.
e. Brief Description (Scope, Size, Cost, etc.)	

FORM D: PROJECT APPROACH

Brief description of project approach

Project Timeline

Data Analytics Methods

Other Information to be Considered

FORM E: FEE PROPOSAL		
Fixed Costs for Project		Cost
Item		
A. Lower Social Science		
B. Lower Science		
C. Lower Field House		
D. ESOC Rooms 3415 and 3414		
E. Performing Arts Center Hallway		
Alternate Total Cost if Awarded all Projects		
Hourly Rate Schedule		
(Complete this section for all key personnel proposed for this project)		
Item	Cost	Hourly Rate