



**Kansas City Kansas
Community College™**

Request for Proposal/Bid 24-010	
Investment Advisory Services – KCKCC Foundation	
RFP/Bid Issued:	April 19, 2024
Question/clarification deadline:	May 1, 2024 10:00 AM CST
Proposals/Bids Due:	May 10, 2024 10:00 AM CST
Buyer:	Amiee Wenson Director of Budget & Purchasing Finance Department, Jewell Building Kansas City Kansas Community College 7250 State Avenue, Kansas City Kansas 66112 Email: awenson@kckcc.edu

FORM A

RESPONDENT ACKNOWLEDGEMENT

RFP 24-010

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
Phone #	Date
Fax #	Tax ID #
Email Address	

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RFP INFORMATION, INSTRUCTIONS, FORMS

REQUEST FOR PROPOSALS NO. 24-010

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, 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 "Inspire individuals and enrich our community one student at a time."

The KCKCC Foundation is a 501(c)3 nonprofit organization managed by a Board of Directors, comprised of local leaders who serve in a volunteer capacity, in accordance with the by-laws of the corporation. As the College's partner, the Foundation strives to assure that quality higher education is affordable and accessible for all area residents.

As the recipient of private individual, alumni, corporate and foundation donations, the Foundation Board of Directors has a fiduciary responsibility to manage these funds prudently and efficiently. A majority of the Foundation's assets are currently being managed by Country Club Trust.

More information about the KCKCC Foundation can be found at [KCKCC Foundation](#)

Other public profile information can be found at [GuideStar](#) where all information generated by the IRS and self-reported by nonprofits is located. Search by organization name: Kansas City Kansas Community College Foundation or EIN: 48-0947391.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

SECTION 1: GENERAL INSTRUCTIONS

All submittals must be in accordance with these instructions.

- A. Must submit three (3) original paper copies of the submittal response in a sealed envelope, labeled with the project number and project title. Two (2) electronic copies 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: Amiee Wenson, Director of Budget & Purchasing, 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 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.
- D. Any exceptions taken to the terms, conditions, or specifications of the RFP must be clearly noted in the submittal as follows: **Exceptions to RFP 24-010**. 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 information 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 submitted in response to the submittal.
- 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's 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 of or presentation of the submittal.
- J. In all cases, no verbal communication will override written communication 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 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:

- A. **Approach to the Scope of Services.** The scope of the services offered and the extent to which they meet or exceed the requirements of the College.
- 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 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.
- D. **Experience.** The past record of performance of the respondent with respect to such factors as 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 with accounts of comparable size and complexity.
- E. **Familiarity.** The respondent's proximity to and familiarity with the College and/or higher education. Understanding of the scope and work required as evidenced by the submittal and the ability of the respondent to deliver services as requested.
- F. **Fee Proposal.** Selection will be made based upon the 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 aspects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

SECTION 3: PROPOSAL SUBMITTALS

Bid/Proposal Format

1. Respondent Acknowledgement Sheet – Completed copy of page 2 of this RFP.
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).
3. Experience/References – 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, preferably those that include current and former public higher education clients for similar work.
4. Key Personnel – Identify key personnel who would be assigned to this project to provide the services described in the Scope of Work, highlighting the primary point of contact for the College. Include an organizational chart and resumes as appropriate.
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.
6. Fee Proposal – Describe how your firm is compensated for service and describe all fees for services on our account. Include itemized costs for all components and features to be delivered. Provide a full fee schedule. 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.

SCOPE OF SERVICES

SECTION 1: INTRODUCTION TO PROJECT

The KCKCC Foundation is seeking an investment management firm that has the experience and record of accomplishment to assist in the effort to maximize the Foundation's initial investment.

The Foundation is seeking a long-term five-year partnership that will result in asset growth, beginning with a three-year agreement with option for a two-year renewal based on performance evaluation.

SECTION 2: SCOPE OF WORK

The asset manager will be expected to:

1. Invest Foundation funds and other negotiable assets in such a manner to produce maximum total investment return, while keeping risk to an acceptable level. Current value of assets to be managed is approximately \$1,200,000, a combination of temporarily (non-endowed) and permanently restricted (endowed) funds.
2. Develop an investment portfolio that is diversified both as to fixed income and equity holdings. Diversification should provide reasonable assurance that no single security (investment) or class of securities (investments) shall have a disproportionate or significant impact on the total portfolio.
3. Attend Board meetings twice annually (June and December) and Finance Committee meetings annually (April and September) and participate in donor meetings for informational purposes with major endowment donors, as needed.
4. Coordinate with Foundation staff to provide information requested by auditors during the annual financial audit process.

SECTION 3: ASSET MANAGER RESPONSIBILITIES

1. The successful firm must demonstrate in its proposal, and during a scheduled interview, if invited, an ability to fulfill the following expectations in a cost-efficient manner.
2. The firm will function as a strategic investment planner for the KCKCC Foundation to maximize the Foundation's endowments by establishing and maintaining an investment portfolio that is consistent with the Foundation's investment policy and strategies.
3. The Foundation's goal is to protect corpus, generate sufficient income to meet endowment payouts annually, increase net assets, while reducing risk to acceptable levels and maintaining approved asset allocations. Success will be measured by portfolio performance to pre-determined benchmarks on a total investment return basis.
4. The firm, working with the Foundation Finance Committee, will assign a portfolio manager who understands the mission of the Foundation, and has a proven record of successful asset management for nonprofit organizations.

5. The portfolio manager will provide monthly statements and quarterly reports and analysis thereof and will board meetings twice annually (June and December) and Finance Committee meetings twice annually (April and September) and participate in donor meetings for informational purposes with major endowment donors, as needed. Graphical and customized reports are necessary for Board reporting.
6. The portfolio manager will, at least annually, review, analyze and advise the Board regarding the Foundation's investment policy.
7. The portfolio manager will be responsive and meet all deadlines and schedules.

The firm's business philosophy, goals, objectives, and methodology should be presented to the Foundation in detail. The firm should describe investment results completed for other clients of similar size and non-profit corporations.

The firm must have demonstrated ten-year minimum experience with managed endowments and document previous portfolio management experience of individuals designated to manage the Foundation's account.

GENERAL CONTRACT TERMS AND CONDITIONS

SECTION 1: GENERAL TERMS

- A. 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.
- B. Independent Contractor.** The respondent is now and shall remain a separate and independent entity from the College.
- C. Submittal.** 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.**
- D. Term.** The agreement shall include the project schedule and acceptance of the final product. The initial term of the agreement shall be one (1) year with four (4) renewable years. The contract will automatically renew unless the College provides notice at least thirty (30) days prior to the expiration of the annual renewal period.
- E. 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, \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Umbrella	\$2,000,000
Professional Liability	\$1,000,000 per claim

F. Equal Employment Opportunity Clause.

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.

- G. 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.
- H. 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.
- I. Sales Tax Exemption.** The College is exempt from sales tax and it should be excluded from all proposals.
- J. Executive Order 11246.** The contractor 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.