



**Kansas City Kansas  
Community College**

Request for Proposal/Bid 24-012	
Field House Floor Repair	
RFP/Bid Issued:	May 29, 2024
<b>A non-mandatory pre-proposal meeting will be held on the site on Tuesday, June 4, 2024 at 10:00 a.m.</b>	
Question/clarification deadline:	June 6, 2024 10:00 AM CST
<b>Proposals/Bids Due:</b>	<b>June 11, 2024 2:00 PM CST</b>
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 24-012 – Field House Floor Repair

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. 24-012

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

Kansas City Kansas Community College (KCKCC) 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."

## 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 sixty (60) 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 24-012**. 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. 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.
- 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.
- L. Respondent may bid on the project in part or in whole.

## 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 (Form A) 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 – Completed copy of page 18 (Proposal Pricing) of this RFP. Include itemized costs for all components and features to be delivered. 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 Athletic Field House for KCKCC is located on the Main Campus of the college at 7250 State Avenue, Kansas City, Kansas 66112. The gymnasium is used for intercollegiate athletic competitions, specifically Women's Volleyball and Men's and Women's Basketball. Additionally, the gym is also used for outside events including sporting events and other group events and activities. A polyurethane athletic flooring was installed as part of the Field House construction in 1970. A lower level is under half of the gymnasium while the other half is slab on grade construction. In 2009, an athletic wood floor system with sleepers and a plastic moisture barrier were added over the polyurethane flooring. Over the years, the floor has had various issues with settlement near the lower level and center of the playing court. Various moisture issues have been a concern over the years and a blower system was added in 2014 to dry the space between the polyurethane floor and the wood floor. Poly jacking has been performed multiple times over the years to level the playing field. Recently, the floor has settled to the point that the floor was rendered unusable for all activities.

In late October 2023, KCKCC closed the gymnasium and began investigating the cause of the settlement issues. WSKF Architects was hired to help evaluate the settlement and its causes. Ground penetrating radar was first used to look for voids under the gymnasium flooring but was unsuccessful due to the thickness of the wood flooring and polyurethane flooring on the concrete slab. Then an athletic flooring company removed two areas of wood flooring for the college to view the polyurethane flooring and the settlement. Hazardous materials testing was performed on the polyurethane flooring and phenylmercuric acetate was found to be present in the flooring (see **Exhibit A**). In February 2024, air quality testing was performed in the gymnasium to determine the amount of mercury vapor was present in the air (see **Exhibit B**). In March 2024, a licensed abatement company removed two 3' x 3' areas of the polyurethane flooring so that geotechnical soils investigation work could be performed below the slab while the concrete slab was exposed. The geotechnical report (see **Exhibit C**) was performed and the soils were found to be extremely dry clay which was causing the soils to shrink and leave voids under the slab on grade. Also, the fact that a portion of the gymnasium floor was over a lower level was a concern as the area of over excavation around the lower level during construction was likely not compacted well as the area immediately adjacent to the lower-level wall is where the settlement is occurring.

KCKCC is seeking sealed bids for work as follows:

1. Work will be done in two phases as outlined below in Section 2.
2. Remove the gym floor as outlined in drawings. This removal work is to be done by an abatement company with the proper PPE as mercury vapor is a health concern.
3. Abatement of the polyurethane flooring which contains mercuric acetate and properly dispose of the hazardous polyurethane flooring per EPA requirements and seal all edges of remaining polyurethane flooring. Area of work shall be tented to contain all hazardous materials and air shall be exhausted directly outside through ductwork to keep contaminated air from spreading throughout the gymnasium.
4. Install helical piers as designed by a structural engineer and perform poly jacking to level the concrete slab.
5. Restore the gym floor to its original configuration and finish including painted lines and logos.



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

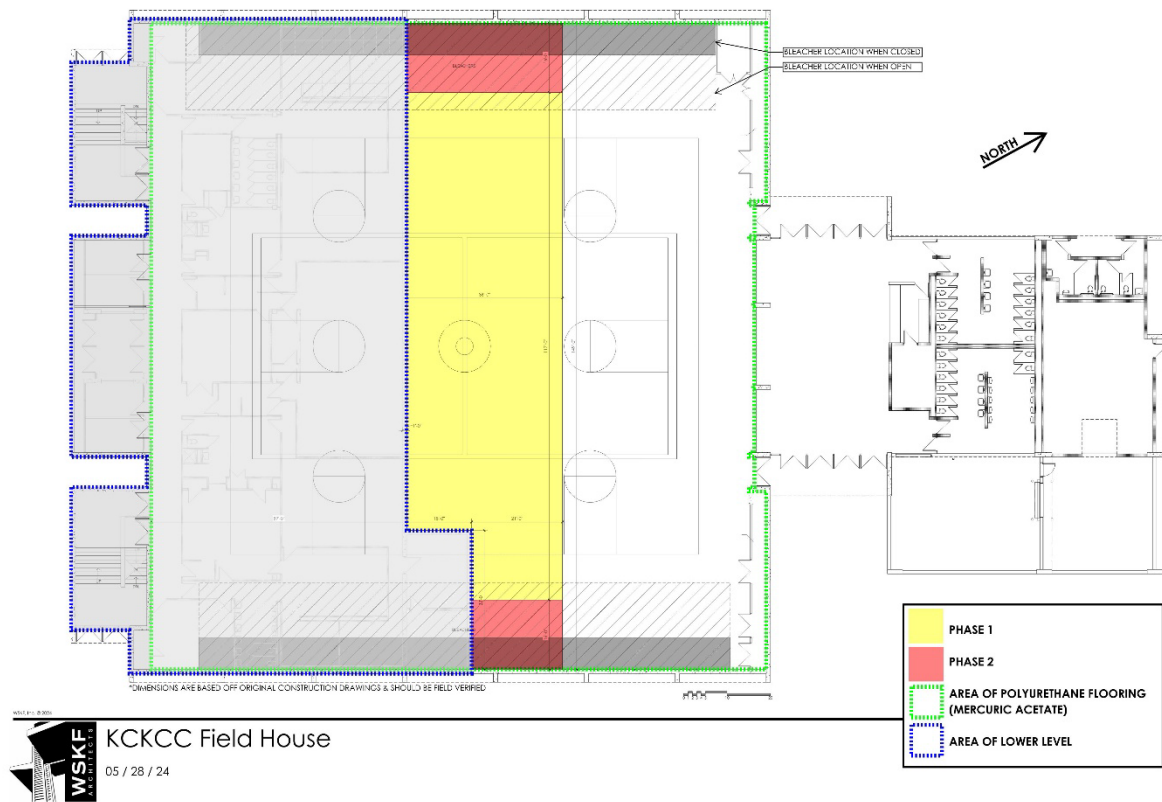
Due to the presence of installed bleachers in the gymnasium and time restraints, this project will be broken into two (2) phases.

Phase 1 includes athletic wood flooring removal, abatement of polyurethane flooring (PMA), piers and poly fill in the center portion of the gymnasium to 16 feet from the exterior walls on both sides. New athletic flooring shall be provided and blended with the existing wood flooring. Painting of logos and lines are included in this phase of work.

Phase 2 consists of the same work from 16 feet from the exterior walls to the exterior walls on both sides. The bleachers will need to be pulled away from the exterior walls approximately 20 feet by a licensed bleacher installer. The bleachers are installed as one piece and cannot be taken apart. The same repairs are to be completed to ensure levelness. Once work is completed, the bleachers will be moved back into position and reattached to the exterior walls. Bleachers should be inspected to ensure they are in proper working order prior to completion of the work. Phase 2 also requires painting lines on the floor to match existing striping. The timing of Phase 2 is currently anticipated to be scheduled for Spring Break 2025.

Time is a critical component of this project as KCKCC intercollegiate teams are currently not able to use the facility which has caused and continues to cause significant detrimental impact to morale and team identity/unity in addition to substantial cost for rental of practice and game event space. Board of Trustees approval is required for this project, which is planned for the June 18 meeting. It is anticipated that Notice to Proceed could be issued as early as July 1. Work should commence no later than mid-July and completion should be no later than September 30<sup>th</sup> although KCKCC would like to use the gymnasium for their first game on September 4<sup>th</sup>.

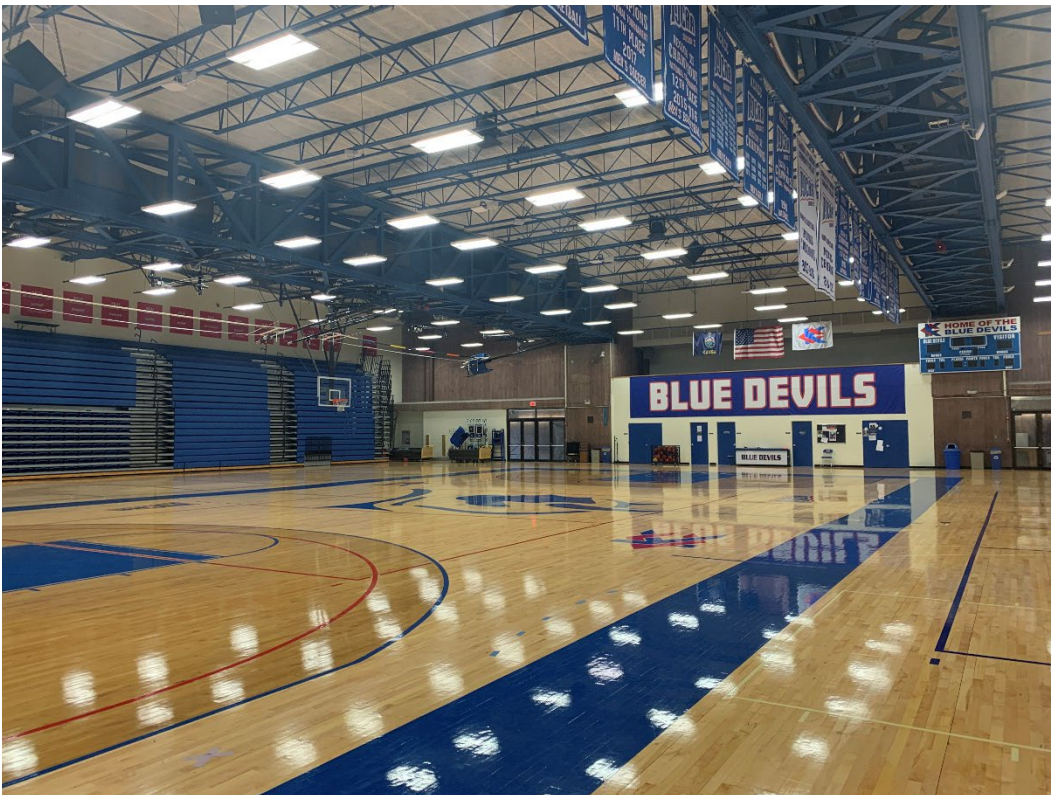
Location. The location of the area of work to be done is illustrated on the drawing.



### Annotated Floor Plan of the KCKCC Field House

See **Exhibit D** for a full-size copy of this plan.

Photos of Field House floor.



## **Phase 1**

### **1. Existing Wood Floor Removal**

The successful contractor shall remove the athletic wood floor and sleeper system and plastic sheeting as required to provide enough area to abate the polyurethane floor and provide helical piers and poly jacking. Due to the constant mercury vapor emitted by the polyurethane flooring proper PPE must be worn during removal of the existing flooring as levels of mercury vapor are highest between the polyurethane flooring and wood flooring.

### **2. Polyurethane Flooring Phenylmercuric Acetate (PMA) Abatement**

A licensed environmental abatement company shall remove the polyurethane flooring in the areas noted on the floor plan provided as part of this request for proposal. Mercury vapor emission and associated concentrations cannot be known until the flooring is disturbed although the successful contractor shall address these probable emissions by constructing a temporary containment under negative pressure, including the use of a force air ventilation to the exterior of the building during the performance of work activities.

The containment shall include three chamber units including an entry don/doff clean chamber, a transitional staging chamber, and a concern area chamber. Containments shall be constructed of PVC or equivalent, wood and poly sheathing and sealed with duct or similar vapor blocking tape. The containment shall be equipped with a negative air pressure machine, equipped with a mercury vapor filter, that will draw air from the containment and exhaust to the exterior of the building. Precautionary plastic sheeting will be affixed to south access doors and covering office spaces accessible to the gymnasium. Signage shall be posted at all entry areas noting “no access to facility during abatement work” or similar.

Prior to doing work and required by waste and safety regulations the successful contractor shall create project specific plans and coordinate with the Kansas Department of Health and Environment (KDHE) and develop a site-specific safety plan. Field planning and coordination of supplies for anticipated future floor cuts and air monitoring support are to be included in this task. The successful contractor shall create a site-specific health and safety plan (HASP) that documents US OSHA compliance requirements for employees working in hazardous conditions, medical surveillance, personal protective equipment (PPE) selection, materials used (SDS), workplace hazards, and response actions.

The successful contractor shall work with KCKCC to establish permit conditions and submit the necessary paperwork to permit the disposal of hazardous waste at the site under KCKCC’s RCRA permit for hazardous waste disposal. Fees will apply and continuing obligations for reporting to the KDHE are required. KCKCC shall be provided with a turn-key operation of abatement from the successful contractor.

Precautionary methods to control and monitor air concentrations are to be provided throughout the duration of work and until air results are proven below the site action level. PMA Disturbance & Air Monitoring: Baseline indoor and outdoor mercury vapor readings will be taken by a mercury vapor analyzer (MVA) capable of detecting airborne mercury at concentrations at or below the action level. Results shall be recorded on the equipment log and daily log sheets to be provided to KCKCC at the end of abatement work and before any additional work occurs.

Polyurethane flooring and all waste product shall be placed in dedicated drum liners and 55-gallon steel drums within containment for transfer to exterior staging areas on the west side of gymnasium's north entrance. The exterior staging area will be secured with caution tape and drums affixed with placarding that conforms to US EPA and the KDHE RCRA requirements. Any tools used shall be fit with a HEPA attachment to cut flooring and sand/abrade concrete to a smooth finish. The edge of the PMA shall be sealed with a vapor blocking adhesive. A mercury vacuum shall be utilized to clean the floor and work surfaces of mercury-containing debris and within the containment, and contents transferred to drums. MVA readings shall be taken of the final floor level at completion and documented in daily logs.

Following the sealing of cut edges and curing period, and breathing zone air monitoring yields results at or below 3 ug/m<sup>3</sup>, the forced air units shall be shut down to allow equilibrium of the containment to occur for a period of up to 30 minutes or as required. Air monitoring readings will be taken at 5-minute increments up to 60 minutes to confirm or deny effectiveness of floor sealant and vapor reduction. A latency period of an additional 60 minutes shall be conducted to allow vapor concentrations to equilibrate in containment and air monitoring will be conducted again prior to removal of containment. If vapor concentrations continue to exceed the action level, the MVA shall be used to pinpoint areas of emission and revaluation/resealing conducted. This process shall be followed until all results are below the action limit in the breathing zone. The mercury vacuum shall be used to clean tools and equipment, and final cleaning will be performed with metal adhering wipes and within the concern area prior to disassembly. PPE and containment shall be removed carefully and placed into a 55-gallon drum and transferred to the exterior staging area. Final MVA readings documenting air concentrations below the action limit will be conducted before leaving the workspace. Notification will be provided by contractor to KCKCC to document safe conditions for reoccupation on the day of completion and formally provided in writing the day following completion.

This scope of work was created by Environmental Works, Inc. and was used previously when small areas of flooring were abated.

### **3. Pier Placement and Poly Fill for Concrete Slab Leveling**

The successful contractor shall install piers as required to provide a stable and level floor for the entire area noted on the floor plan above. A local foundation repair contractor estimated that helical piers four foot on center across the area would provide a twenty five-year warranty which is required as part of the scope of work. The pier system shall be submitted to KCKCC prior to ordering the piers. All work shall be calculated and sealed by a professional engineer in the State of Kansas. Poly jacking shall be provided for the entire Phase 1 area as part of this scope.

### **4. Athletic Flooring and Floor Finishing**

Upon installing the piers and the poly fill, the successful contractor shall install athletic wood flooring to match. The finish of the flooring shall match existing, and the floor will be striped accordingly to match the existing logos and court lines/stripping.

## **Phase 2**

### **1. Existing Wood Floor Removal**

Refer to Phase 1 for description of work to occur in the Phase 2 area.

### **2. Polyurethane Flooring Abatement**

Refer to Phase 1 for description of work to occur in the Phase 2 area.

### **3. Pier Placement and Poly Fill for Concrete Slab Leveling**

Refer to Phase 1 for description of work to occur in the Phase 2 area.

### **4. Athletic Flooring & Floor Finishing**

Refer to Phase 1 for description of work to occur in the Phase 2 area.

## **SECTION 3: CONTRACTOR RESPONSIBILITIES**

3.1 Provide Performance and Payment bonds in the amount of the agreed upon price prior to notice to proceed with construction.

3.2 Provide and manage construction schedule.

3.3 Ensure construction is in accordance with local building codes, all applicable state, federal, and local laws, and construction best practices.

3.4 Schedule and conduct weekly progress meetings.

3.5 Provide warranty information for components of the repair.

3.6 Provide Bid Security of a sum no less than 5 percent of the Bid Amount.

## 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 term of the agreement shall be one (1) year from Notice to Proceed.
- 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.

7. 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.

8. **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.
9. **Sales Tax Exemption.** The College is exempt from sales tax and it should be excluded from all proposals.
10. **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.

<b>Proposal Pricing</b>		
		<b>Price</b>
<b>PHASE 1</b>		
Existing Wood Floor Removal		\$
Polyurethane Flooring (PMA) Abatement		\$
Pier Placement & Poly Fill for Concrete Slab Leveling		\$
Athletic Flooring & Floor Finishing		\$
<b>PHASE 1 TOTAL</b>		\$
<b>PHASE 2</b>		
Existing Wood Floor Removal		\$
Polyurethane Flooring (PMA) Abatement		\$
Pier Placement & Poly Fill for Concrete Slab Leveling		\$
Athletic Flooring & Floor Finishing		\$
<b>PHASE 2 TOTAL</b>		\$