

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

**NOTICE OF
REQUEST FOR QUALIFICATIONS**

ISSUE DATE: November 10, 2022

DUE DATE: November 30, 2022

**Request for Qualifications – Architectural & Engineering Services
for the Downtown Kansas City, Kansas Community Education, Health, and Wellness Center
Condominium Association**

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

Shelley Kneuvean, Chief Financial Officer
Kansas City Kansas Community College
Email: skneuvean@kckcc.edu

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

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

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

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REQUEST FOR QUALIFICATIONS NO. **22-0001**

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 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 includes three key partners including Kansas City Kansas Community College, Swope Health, and CommunityAmerica Credit Union.

Kansas City Kansas Community College is a centrally located public 2-year institution in northeast Kansas accredited by the Higher Learning Commission and founded in 1923. Within the city limits of Kansas City, Kansas, the College is conveniently located within Wyandotte County near State Avenue and College Parkway for the main campus as well as the Technical Education Center near State Avenue and North 65th Street. The College also serves Leavenworth County as part of its service area with a satellite center. The initial location in 1923 was in downtown Kansas City, Kansas and the College has made it a priority to return to downtown with a new location. In total the college serves between 8,000 and 9,000 students each year. More information can be found at 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. More information can be found at www.swopehealth.org.

CommunityAmerica Credit Union (CACU) is a federally insured national credit union that provides personal and commercial banking services headquartered in Lenexa, Kansas. CACU has thirty-two locations with over \$4.6 billion in assets serving more than 250,000 clients.

This unique collaboration will join these three organizations together to offer a full range of services from educational opportunities, health and wellness services, and financial literacy and banking services.

DESCRIPTION OF SERVICES

The Kansas City, Kansas Community Education, Health, and Wellness Center Condominium Association (Association) intends to select a qualified consultant to provide architectural and engineering services to design the new Kansas City, Kansas Community Education, Health, and Wellness Center, the "Center." The Center will be in downtown Kansas City, Kansas.

The Center will house educational programs offered by Kansas City Kansas Community College, health and wellness services offered by Swope Health, and financial literacy and banking services offered by CommunityAmerica Credit Union, herein called “Downtown Project.” All three key partners are tax exempt non-profit entities.

More information about the proposed project can be found at:
www.KCKCEHWC.edu/foundation/campaign/index.html

All land has been acquired or obligated by the Unified Government of Wyandotte County to 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 an 18–24-month process.

The current capital construction cost is estimated at \$45 million to \$50 million, with total costs including FFE at \$62 million.

The location is the block between 6th and 7th Street Trafficway, State Avenue and Nebraska Street.



Environmental abatement and demolition will be managed outside of this contract for design services. Design services include, but are not limited to, accessibility planning and access, mechanical design, interior design, space planning, construction document development, permitting and construction contract services. The successful respondent will be required to provide design services for several key architectural features to be salvaged from the church located at 1101 N. 7th Street prior to demolition that will be incorporated into the new building on the first floor as part of an art gallery. The Association will contract for the architectural salvage and storage of the historic elements prior to demolition outside of this contract.

A conceptual plan has been developed by an architect to provide a basis for discussion and consideration as well as preliminary cost estimates. It is included in this document for programming purposes and is open for adjustments to improve design and/or reduce costs.

As envisioned, the Downtown Project will be approximately 100,000 square foot building with four floors and an underground parking structure of forty-six parking spaces. The 1st, 2nd, and 3rd floors would be educational classrooms and lab space for the College (approximately 80,800 square feet). Approximately 3,200 square feet of space will be for a financial center operated by CommunityAmerica Credit Union would be on the 1st floor. The 4th floor would be health and wellness space operated by Swope Health with approximately 16,000 square feet.



This RFQ is being issued by KCKCC on behalf of the Association. The successful respondent would contract with the Association, design the entire building space, and prepare construction documents working with all three partners of the Association, as necessary.

INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS

A. GENERAL

All submittals must be in accordance with these instructions by **Wednesday, November 30, 2022**.

1. Must submit five (5) original paper copies of the submittal response in a sealed envelope, labeled with the project number and project title. One (1) electronic copy of the submittal response should be provided in the sealed envelope with the original paper copy.
2. The Association 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 Association, in its sole discretion.
3. Any submittal may be withdrawn at any time prior to the time specified herein for the opening of submittals, but no submittal may be withdrawn for a period of ninety (90) days after the submittal.
4. Any exceptions taken to the terms, conditions, or specifications of the RFQ must be clearly noted in the submittal as follows: **Exceptions to RFQ #22-0001 Architectural & Engineering Services**. If not so noted, then the successful respondent expressly agrees to the terms, conditions, and specifications of the RFQ 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 request may be obtained by submitting a request via email. No communication will take place between contractors and staff at the three organizations that comprise the Association during the RFQ process, except in writing.
6. Services shall **not** be subcontracted or assigned, in whole or in part, without the express written consent of the Association. Areas of work that cannot be accomplished by the respondent must be identified in the submittal, including the identification of other firms to be used. However, ultimate responsibility for the goods/services and all obligations relating to the goods/services will remain with the successful respondent.
7. It is the responsibility of each respondent to become familiar with the requirements of this RFQ. Lack of knowledge concerning the RFQ's requirements will not relieve the respondent of conditions submitted in response to the submittal.
8. If it becomes necessary to revise this RFQ in whole or in part, an addendum will be provided to all respondents on record as having received the RFQ. **It is important to note, however, that it remains the responsibility of the respondent to determine if any addenda have been issued and to obtain those addenda prior to submitting their submittal.**
9. The Association will not be liable for any costs that a respondent may incur in the preparation of or presentation of the submittal.
10. In all cases, no verbal communication will override written communication and only written communications are binding.
11. The Association shall not be obligated to return the respondent's submittal once submitted, whether the submittal is withdrawn or not.

12. Successful respondent will be required to comply with the General Terms and Conditions. It is anticipated that AIA standard contract documents will be negotiated once the successful respondent has been selected.

B. EVALUATION CRITERIA

Evaluation will be in accordance with the Association's policies and practices and shall also adhere to the purchasing policy of Kansas City, Kansas Community College due to various funding sources. The Association shall base its selections for professional services required for a project upon, but not limited to, the following criteria:

1. 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.
2. 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.
3. Total resources of the respondent that can be applied to the Project.
4. 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.
5. Previous experience with similar or like services as outlined in this RFQ, including references, level of satisfaction of present and former clients with accounts of comparable size and complexity.
6. The respondent's proximity to and familiarity with the area in which the project is located.
7. Understanding of the scope and work required as evidenced by the submittal and the ability of the respondent to deliver services as requested.
8. The scope of the services offered and the extent to which they meet or exceed the requirements of the Association.

Selection will be made based upon the best qualified respondent; however, contract award is dependent upon successful negotiation of price. If the parties fail to agree on prices, the Association reserves the right to negotiate with other respondents.

C. RESPONSE FORMAT

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

1. Responses should not exceed ten (10) two-sided pages. Resumes of key owners/supervisors/employees may be attached as a Qualification Statement and shall include the professional credentials and experience of the respondent's employees who will work on the Project, indicating the role of each such individual.
2. EXHIBIT A – D & PROFESSIONAL QUALIFICATIONS FORM - Describe the respondent's general work experience and areas of specialization, including those relating to educational facilities.

3. EXHIBIT E - Provide the number of employees by discipline and location & resumes of key personnel expected to be assigned to the Project.
4. EXHIBIT F - Provide a minimum of three (3) client references including examples of the specific work for these clients, preferably higher education institutions, which shall include name of organization, contact person's name and title, telephone number and email address.
5. Describe the methods used for project management in the areas of cost, quality, and schedule.
6. Hourly Fee Schedule and Fee Proposal (put in a separate sealed envelope).
7. Provide proof of a current registered Kansas architect's license & Lobbying Certificate.

D. CONTRACT TERMS

It is anticipated that AIA B133 will be used as the basis for the standard contract document to be negotiated once the successful respondent has been selected. 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 respondent, fixed prices for the entire contract period and are not subject to increases unless mutually agreeable to both parties. The respondent shall provide all equipment, products, materials, supplies and services necessary for the proper execution and implementation of the agreement.

It is anticipated that the fee will be set utilizing the Association's Construction Budget upon the final completion of the schematic design phase and shall be recalculated by applying the Articles 13 and 14 of Part B, Chapter 3, of the Kansas State Building Design and Construction Manual published by the State of Kansas Department of Administration Office of Facilities and Property Management Design, Construction and Compliance (July 2021 edition). Meet Uniform Guidance 2 C.F.R. Part 200 related to Procurement to spend ARPA State Allocation. Link to requirements <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>

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

E. BASIS OF CONTRACT AWARDS

The submittal received from the successful respondent, along with the RFQ, will be incorporated into the Agreement between the Association 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, RFQ or any subsequent amendment. **No contract award shall exist until an agreement is approved by the Association and executed by both parties.**

GENERAL TERMS AND CONDITIONS

General Terms and Conditions

- 1. Contract Documents.** This Request for Qualifications, Architect's Qualifications Submittal, including without limitation any completed forms required by Architect under the Request for Qualifications, 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 Architect regarding the subject matter herein.
- 2. Architect's Services.** Architect agrees to provide professional architectural services to Association, which may include but are not limited to: architectural design, interior space planning, interior design, ADA modifications, preparation of facilities needs and assessments as part of educational specifications, or project programming, assisting Association in obtaining competitive bids and administering the construction contracts for any such project, or other professional or consulting services.
- 3. Insurance.** While performing its services, Architect will maintain the following minimum insurance coverage:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$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
Errors & Omissions	\$1,000,000

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

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

During the performance of this contract, the contractor agrees as follows:

(1) The contractor 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.

(2) The contractor 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.

(3) The contractor 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.

(4) The contractor will send to each labor union or representative of workers with which he has 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.

(5) 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.

(6) The contractor 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.

(7) In the event of the contractor'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.

(8) The contractor 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.

The contractor 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.

The respondent 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.

The respondent 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.

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 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 their standard pay for hours over 40 in one week.

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. Due to various funding sources, it is anticipated that the construction contract will require Davis-Bacon wages and the National Environmental Policy Act (NEPA).
- c. Buy America provisions will be required in the construction contract.