

# Kansas City Kansas Community College (KCKCC)

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## REQUEST FOR PROPOSALS (PROFESSIONAL SERVICES)

REQUEST FOR PROPOSALS TITLE:  
College Facilities Master Plan

ISSUE DATE:  
January 17, 2020

SUBMISSION DUE DATE:  
Friday February 21, 2020  
By: 4:00 pm CST

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- 2 Scope of Work and Services**  
Provides a description of the project and list of design elements, services and products requested that, while not comprehensive or complete in nature, will provide KCKCC with proposals that can be easily compared.
- 3 Evaluation Criteria and Contents**  
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- 4 Instructions for Proposers**  
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- I Qualification Certification**
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# Section 1

## Project Overview

### 1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by Kansas City Kansas Community College (herein referred to as “KCKCC” or “College”) seeking Proposals from professional service firms for its Facilities Master Planning with ending product being a College Facilities Master Plan.

Kansas City Kansas Community College’s service area is Wyandotte and Leavenworth Counties. The college serves more than 9500 students per year in both credit and noncredit course work. First opening in 1923, in downtown Kansas City, Kansas, the KCKCC main campus is now located at 7250 State Ave. KCKCC now serves the area with several physical locations, identified later in this document.

KCKCC serves its students each semester by offering associate degrees, certificates, academic preparation, workforce/technical training, and lifelong learning opportunities that prepare students in our diverse community to compete in an increasingly technological and international society. KCKCC plays an integral role in transforming the lives of its students and making our community better. Kansas City Kansas Community College is accredited by the Higher Learning Commission.

*KCKCC Mission* – Inspire individuals & enrich our community one student at a time.

*KCKCC Vision* – Be a national leader in academic excellence & partner of choice in the communities we serve.

Additional information about KCKCC may be found by visiting [kckcc.edu](http://kckcc.edu).

### 1.2 TIMELINE

The proposed timeline for this RFP Process (subject to change as necessary) is as follows:

- January 17, 2020 RFP is issued
- January 24, 2020 Pre-proposal conference held at KCKCC at 10:00 a.m. (CST)
- February 2, 2020 Deadline for proposers to submit **Clarification Questions** to KCKCC Chief Financial Officer by 11:59 p.m. (CST) Questions to be submitted via email to [mbeach@kckcc.edu](mailto:mbeach@kckcc.edu)
- February 2, 2020 Deadline for proposers to submit **Notice of Intent to Propose** to KCKCC Chief Financial Officer by 11:59 p.m. (CST) Notice to be submitted via email to [mbeach@kckcc.edu](mailto:mbeach@kckcc.edu)
- February 7, 2020 Responses to Clarification Questions asked by proposers sent, via email, to all who submitted a Notice of Intent to Propose by above deadline. Email will be sent blind copy (bcc) to all proposers.
- February 21, 2020 Proposals due to KCKCC by 4:00 p.m. (CST)
- March 2-6, 2020 Finalists presentations to KCKCC evaluation committee
- March 12, 2020 Notice of Intent to Award

- March 17, 2020 Recommendation to Award Contract submitted to KCKCC Board of Trustees for approval
- March 24, 2020 Agreement executed between College and successful proposer and project begins
- November 12, 2020 Substantial completion of project

### **1.3 AUTHORITY**

RFPs must be submitted by persons of the firm authorized to commit the responding professional service firm to a procurement contract or agreement.

### **1.4 COSTS FOR PROPOSAL PREPARATION**

Any costs incurred in preparing or submitting a proposal shall be the Vendor/Contractor's sole responsibility.

### **1.5 DISQUALIFICATION OF PROPOSALS**

KCKCC reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

### **1.6 RIGHT TO WITHHOLD AWARDING OF CONTRACT**

KCKCC reserves the right not to make award of this contract.

### **1.7 FINAL CONTRACT**

KCKCC shall not be responsible for work done, even in good faith, prior to KCKCC's execution of a final contract.

### **1.8 INSPECTION OF PROPOSALS and CONFIDENTIAL INFORMATION**

KCKCC treats proposals as confidential until after the award is issued, at which time they become subject to disclosure under the Kansas Open Records Act. (KORA). Information marked as "Confidential" in any proposal shall be honored as such, to the extent allowable under the Kora. If respondent wishes to supply any information, which it believes is exempt from disclosure under the Kansas Open Records KORA respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the proposal. KCKCC assumes no liability for any loss or damage which may result from KCKCC's disclosure at any time of any information provided by the respondent in connection with its proposal.

### **1.9 IMMUNITY FROM LIABILITY**

Every person who is a party to this agreement is hereby notified and agrees that KCKCC is immune from liability and suit for or from awarded firm's activities involving third parties and arising from any contract resulting from this RFP.

### **1.10 PREVAILING LAW**

The terms and provisions of this RFP, and any ensuing contract, shall be governed by and construed in accordance with the laws of the State of Kansas.

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## Section 2

### Scope of Work and Services

#### 2.1 PROJECT OVERVIEW

KCKCC is seeking proposals from qualified firms to provide a College Facilities Master Plan study to be performed to help the College improve the design and layout for each of its existing locations in accordance with the identified scope of services. (KCKCC to provide property, building and room dimensions.)

- Main Campus, 7250 State Ave, Kansas City, Kansas
- Thomas Burke Technical Education Center, 6565 State Ave., Kansas City, Kansas
- Automotive Technology, Collision Repair, 6736 State Ave., Kansas City, Kansas
- Fire Science, 6840 State Ave., Kansas City, Kansas
- The Pioneer Career Center, 1901 Spruce St., Leavenworth, Kansas
- New Proposed Downtown Location, Kansas City, Kansas

Qualified respondents are invited to submit a written proposal outlining your qualifications and experience to provide the services as described in the Scope of Services, and in accordance with the terms, conditions and requirements set forth in the RFP. The successful proposer will provide the scope of services in accordance with all applicable laws, regulations and professional standards.

It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will terminate on the earlier of December 30, 2020 or satisfactory completion of services and delivery of final College Facilities Master Plan. KCKCC reserves the right to extend the contract term on a month to month basis sufficient to allow for the completion of contracted services.

#### 2.2 SCOPE OF SERVICES

The primary objective of the Facilities Master Plan study to be performed is to help the college improve the design and layout of each of its locations noted above. The study should consider all aspects of the College's operating and constructed environment from current conditions through anticipated requirements in 2035. KCKCC invites all firms to submit a proposal in response to this request.

KCKCC's goals to be achieved through this endeavor are as follows:

- **Program Offerings** - Documentation of existing and proposed program offerings with respect to space needs. (Validation of program offerings to meet the needs of the College's service area is an instructional function outside the scope of this study.)
- **Facilities** - Correlate programmed academic needs as outlined above with facilities to determine efficiency, adequacy, and opportunities for enhancement. Additionally, identify opportunities for changes in the constructed environment to create a more educational and friendly setting, improve operational efficiencies, and enhance the quality of the student experience.
- **Enrollment Projections** - Provide forward looking enrollment projections and a proposed timeline of facilities enhancements to meet needs resulting from those projections.
- **Cost Effectiveness** - Provide estimates of construction costs for proposed enhancements including any deferred maintenance to current infrastructure, and a general prioritization of deferred maintenance, significant improvements and remodels, and new development.
- **Final Product** – Full College Facilities Master Plan inclusive of the above items for each location specified.

### 2.3 DESCRIPTION OF PROJECT

The College Facilities Master Plan was last revised in 2015 (Williams Spurgeon Kuhl & Freshnock Architects, Inc.). Due to the continued expansion of KCKCC locations (four separate education sites, KCKCC needs a new comprehensive College Facilities Master Plan to facilitate better informed strategic development decisions. This effort should align with KCKCC's new Strategic Plan (2020-2023).

The College is requesting proposals to create a fifteen-year comprehensive college master plan. The consultant/architect shall keep in mind that while past master planning efforts have planned the future campus under the assumption that traditional streets and grids framework would remain, this new planning effort will not be constrained by that assumption since the College owns all the streets and roadways at its main campus location.

Project considerations should include:

- Defined academic planning needs to be supported by appropriate facilities and support functions
- Landscaping enhancements considering conservation, environmental aesthetic, and safety objectives
- Sustainable construction and maintenance considerations that consider future energy, technology and building practices anticipated in the next decade
- New/proposed structures
- Remodeling of existing structures
- Design standards to be used by the College in construction projects
- Five-year milestones documentation
- The architect should plan on assisting the College in presenting the College Facilities Master Plan to the KCKCC Board of Trustees.

The consultant/architect is expected to provide a schedule of meetings with a steering committee, faculty, staff and students, and other appropriate personnel to gather necessary information and data to complete the study and establish the final product. They will be required to meet as frequently as needed with the College Facilities Master Plan Steering Committee for the purpose of providing a periodic progress report. Such meetings will show funds expended in the completion of the project and specific accomplishments related to the completion of the project.

The consultant/architect shall produce the following major written products for review by KCKCC:

- A. Preliminary reports with multiple master plan concepts, goals, and objectives for college leadership review and comment.
  - B. Graphic illustrations of the College Facilities Master Plan concepts.
  - C. Final report and graphic illustration(s) of the College Facilities Master Plan.
- Minimum master facilities plan document shall include:
    - History of each college location
    - Enrollment history
    - Future enrollment projections
    - Description of current college facilities
    - Purpose and Objectives of the master plan
    - Analysis, observations, conclusions, recommendations and cost estimates related to the following components:
      - Academic and Support Space
      - Land Use and Function
      - Circulation and Parking
      - Pedestrian walkways
      - Aesthetics and Open Space Utilities

- Landscape Design
- Additional content required:
  - Strategic planning documents have been prepared by the College and are available to vendors on the College website at [www.kckcc.edu](http://www.kckcc.edu). The College will require all facility planning to be supportive and guided by the integration of the College Strategic Plan and other master plans currently in process. Analysis, observations, conclusions and recommendations for facilities will include consideration for sustainable building and maintenance projects.
- Building condition assessment
  - Provide a building condition assessment to evaluate the physical conditions of building components and their estimated useful life, as well as the cost estimates associated with maintenance and capital repairs to include:
    - ADA Compliance
    - Building Interior Elements
    - Civil/Site Development and Amenities – Pavements, Entrances, and Sidewalks
    - Document Review – Drawings, Specifications, Reports, and Records
    - Fire Protection, Emergency, and Life Safety Regulations
    - Mechanical, Electrical, and Plumbing Systems
    - Technology Infrastructure Systems
    - Structure, Foundation, and Exterior Wall Systems
    - Preliminary Review and On-Site Observations
- A separate document shall be provided that will identify the design standards that will be used by the College in construction and renovation projects.
- Optional considerations:
  - Enhancements to the document or process proposed at the discretion of the proposer.

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## Section 3

### Evaluation of Proposals

#### 3.1 EVALUATION CRITERIA

Evaluation shall be guided by the numerical rating set forth below. Factors not specified in the Request for Proposals shall not be considered, although the below criteria may have subcomponents used in rating not identified in this document.

An Evaluation Committee (“Committee”) will review all statements of qualifications to determine which proposers have qualified for consideration according to the criteria stated herein. The Committee’s evaluations will be based on all available information, including qualification statements, subsequent interviews, if necessary, reports, discussions, reference checks, and other appropriate assessments. The highest rated proposer(s) evaluated by the Committee may be invited to make an oral presentation of their written proposals to the Committee

The evaluation committee may select a firm(s) from these submissions, or conduct an in-person interview with selected firms from the initial offerings. In the event of a second stage, the selection committee will notify the selected firms of interview dates and times. This notification shall include the interview evaluation criteria.

Proposals will be evaluated using the following criteria:

<b>Evaluation Criteria</b>	<b>Available Points</b>
Firm’s Qualifications and Experience	<b>20</b>
Demonstrated Qualifications of Personnel and Team	<b>15</b>
Proposed Approach and Methodology	<b>15</b>
Past Performance & References	<b>15</b>
Cost	<b>15</b>
Overall suitability to meet Project and College needs	<b>20</b>
<b>Total Points</b>	<b>100</b>

#### 3.2 ELIGIBILITY FOR AWARD

For a proposer to be eligible for the awarding of the contract, the proposals must be responsive to the solicitation and KCKCC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily. A responsive proposal is one that complies with all material aspects of the solicitation, conform to the solicitation documents, and meet the requirements set forth in this solicitation. Proposals, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.

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## Section 4.0

### Instructions for Proposers

#### 1. General Instructions

- a. Proposers should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- b. Proposals and any other information submitted by Proposers in response to this RFP shall become the property of KCKCC.
- c. KCKCC will not provide compensation to proposers for any expenses incurred by the proposer(s) for preparation of proposal or for any demonstrations that may be made, unless otherwise expressly stated. Proposers submit proposals at their own expense.
- d. Proposals, which are qualified with conditional clauses, or alterations, or items, not called for in the RFP documents, or irregularities of any kind are subject to disqualification by KCKCC, at its option.
- e. Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of KCKCC's needs.
- f. KCKCC makes no guarantee that an award will be made as a result of this RFP and reserves the right to accept or reject any or all statements of qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting agreement when deemed to be in KCKCC's best interest.

#### 2. Preparation and Submittal Instructions

- a. Proposals must be submitted and received in the Chief Financial Officer's office on or before the time and date specified in the Submittal Instructions - Section 6.
- b. The envelope containing a proposal shall be addressed as follows:
  - i. Name, Address and Telephone Number of Proposer;
  - ii. Project Description/RFP Title; and Proposals Due Date/Time.
- c. Late Proposals will not be considered under any circumstances and will be returned to the proposer unopened.
- d. Telephone, Facsimile ("FAX") or electronic (email) Proposals are not acceptable.

All attachments noted are to be completed and submitted with statement of qualifications, Attachments 1 and 2 must be signed.

#### 3. Document Format and Content

- a. Proposals must be signed by Proposer's company official(s) authorized to commit such statement of qualifications. Failure to sign and return these forms will subject your proposal to disqualification.

- b. Proposals must be typed on letter-size (8-1/2" x 11") paper. KCKCC requests that proposals be submitted in a binder. Preprinted material should be referenced in the proposals and included as labeled attachments. Sections should be divided by tabs for ease of reference. An electronic copy of the proposals must be provided in pdf format.
- c. Table of Contents: Include with the proposals a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the proposals as well as separate attachments (which should be included in the main Table of Contents). Supplemental (i.e., not required) information and attachments included by your firm delete should be clearly identified in the Table of Contents and provided as a separate section.
- d. Pagination: All pages of the proposals should be numbered sequentially (1, 2, 3, \_). Attachments should be numbered or referenced separately.
- e. Number of Copies: Submit eight (8) original printed and one (1) electronic copy of your proposals including all required KCKCC forms and documents. An original (manual) signature must appear on two (2) original printed copies and must be reflected in the original electronic copy. The electronic copies should be in PDF format and should include the entire submission. The front cover of the binder containing your response should be clearly marked with the Project Name/RFP title.

#### 4. Proposer Response

General: The proposals should clearly define (i) the firm's total capacity and capabilities, (ii) qualifications to perform the work, (iii) ability to perform the services outlined in the Scope of Services, (iv) an understanding of KCKCC 's mission, and (v) what differentiates this firm from its competitors. At a minimum, the Technical Proposal shall include the following:

- a. Cover letter  
The cover letter shall not exceed 1 page in length, summarizing key points in the proposals and shall briefly furnish background information about the firm, including date of founding, number and location of offices, location of company headquarters/main office, total number of employees' company-wide and total number of employees in the State of Kansas, and principal lines of business. Certify that the firm is legally permitted or licensed to conduct business in the State of Kansas for the services offered.  
**Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants)**
- b. Table of Contents  
Immediately following the cover letter and introduction, include a complete table of contents for material included in the response documents.
- c. Tab 1: Firm's Qualification and Experience  
Describe the qualifications and experience of the responding firm and their ability to provide the services as described in this RFP.
- d. Tab 2 – Demonstrated Qualifications of Personnel and Team  
This section should include organizational chart and discuss roles and responsibilities of the proposed designated staff providing the services described in this solicitation. Provide brief resumes (not more than one (1) page) for each key personnel
- e. Tab 3 – Proposed Approach & Methodology  
Describe and discuss your understanding of project and proposed approach and methodology in providing the services of the type and kind required in this RFP.

- f. Tab 4 - Past Performance and References  
Including a list and description of services provided for three (3) to five (5) recent master plan projects, this section should utilize examples and establish the ability of the respondent (and its sub-consultant, if any) to satisfactorily perform the required work. Demonstrate the capability and successful past performance of the firm with respect to producing high quality services, maintaining good working relations for services of the required in this RFP
  
- h. Tab 5 - Firm's Financial Status
  - i. Please provide a current set of audited financial statements and a statement from the president, owner or financial officer on company letterhead certifying that the company is in good financial standing and current in payment of all taxes and fees including but not limited to state franchise fees.
  
- i. Tab 6 – Business Relationship Strength  
“Business Relationship Strength” for the purpose of this RFP shall mean the definition and commitment of the respondent towards a mutually successful “relationship” between the selected contractor and KCKCC for the duration of the contract. Respondent’s proposal must include their definition, proposal and commitment to forge, foster and maintain a mutually successful “relationship” with KCKCC.
  
- j. Tab 7 – Required Attachments  
This section shall include all attachments noted in Section 5, all forms shall be completed, signed and submitted with statement of qualifications. Attachments 1 and 2 must be signed.

## Section 5.0

### General Information

#### 1. Award / Contract Approval

This Procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by KCKCC Board of Trustees. Subsequent to Board approval, the only persons authorized to commit KCKCC contractually are the College President and the Chief Financial Officer. This solicitation is a request for proposals and neither this solicitation nor the response or proposals from any prospective proposer shall create a contractual relationship that would bind KCKCC until such time as both KCKCC and the selected proposer sign a legally binding contract, which includes, without limitation, the terms required by KCKCC as set forth in the Scope of Work/Services and this RFP.

#### 2. KCKCC Contact

Any questions or concerns regarding this Request for Qualification shall be directed to the Chief Financial Officer. KCKCC specifically requests that proposer restrict all contact and questions regarding this RFP to the Chief Financial Officer.

#### 3. Inquiries and Interpretations

Responses to inquiries, which directly affect an interpretation or change to this RFP, will be issued in writing by addendum (amendment). All such addenda issued by KCKCC prior to the time that Proposals are received shall be considered part of the RFP, and the proposer shall be required to consider and acknowledge receipt of such in their statement of qualifications.

Only those KCKCC replies to inquiries, which are made by formal written addenda, shall be binding. Oral and other interpretations or clarification will be without legal effect. Proposer must acknowledge receipt of all addenda in Attachment No 2 of this RFP (Contract Award Form).

**4. Commitment**

Proposer understands and agrees that this RFP and any resulting agreement is issued predicated on anticipated requirements for the materials or services described herein and that KCKCC has made no representation, guarantee or commitment with respect to any specific quantity of or dollar value to be furnished under any resulting Agreement. Further, the proposer recognizes and understands that any cost incurred by the Proposer, which arises from Proposer's performance under any resulting agreement, shall be at the responsibility of Proposer.

**5. Acquisition from Other Sources**

KCKCC reserves the right and may, from time to time as required by KCKCC's operational needs, acquire services of equal type and kind from other sources during the term of the agreement without invalidating in whole or in part, the agreement or any rights or remedies KCKCC may have hereunder.

**6. Contract Award**

Award of a contract, if awarded, will be made to the proposer who (a) submits a proposal; (b) is a responsible proposer; and (c) offers the most qualified proposals in accordance with the Kansas Government Code.

**7. Postponement of Proposals Due Date/Time:**

Notwithstanding the date/time for receipt of proposals established in this solicitation, the date and time established herein for receiving proposals may be postponed solely at KCKCC's discretion.

**8. Oral Presentations:**

During the process of selecting a company to provide the required services, oral presentations may or may not be held. Each proposer should be prepared to make a presentation to KCKCC. The presentations must show that the proposer clearly understands the requirements of the solicitation, and has a strategic plan and approach to complete the work.

**9. Prime Contractor/Contracts for Services:**

The prime contractor must perform a minimum of 50% of any contract for services with its labor force and or demonstrate management of the contract for services to the satisfaction of KCKCC.

**10. Taxes:**

KCKCC is tax exempt as a governmental subdivision of the State of Kansas Department of Revenues (K.S. A. 79-3606 (c) 7 (d)). No proposals shall include any costs for taxes to be assessed against KCKCC. The Contractor shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for contractor's employees. The contract shall hold KCKCC harmless for all claims arising from payment of such taxes and fees. Other limitations for sales tax can be found at [www.ksrevenue.org](http://www.ksrevenue.org) and they include indirect purchase by a contractor for a real property project with a Project Exemption Certificate (PEC). KCKCC is responsible for obtaining a PEC on behalf of contractor prior to the start of the project.

**11. Appropriated Funds:**

The purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. KCKCC shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the KCKCC Board of Trustees for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, KCKCC reserves the right to terminate the resulting contract by giving the selected contractor a thirty (30) day written notice of its intention to terminate without penalty or any further obligations on the part of KCKCC or the contractor. Upon termination of the contract KCKCC shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination,

whichever is the earlier to occur. KCKCC's fiscal year begins on July 1 and ends on June 30.

**12. Ethics Conduct:**

Any direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive proposers, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in KCKCC orders and contracts.

**13. No Third Party Rights:**

This contract is made for the sole benefit of KCKCC and the contractor and their respective successors and permitted assigns. Nothing in this contract shall create or be deemed to create a relationship between the Parties to this contract and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

**14. Withdrawal or Modification:**

No proposals may be changed, amended, or modified after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of statement of qualifications. No proposals may be withdrawn after the submittal deadline without approval by KCKCC, which shall be based on respondent's submittal, in writing, of a reason acceptable to KCKCC.

**15. Validity Period:**

Proposals are to be valid for KCKCC's acceptance for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Statement of qualifications, if accepted, shall remain valid for the life of the Agreement.

**16. Terms and Conditions:**

The KCKCC Agreement shall govern any purchase order issued as a result of this solicitation. Proposer may offer for KCKCC's consideration alternate provisions to the Terms and Conditions. Alternates proposed must refer to the specific article(s) or section(s) concerned. General exceptions such as "company standard sales terms apply" or "will negotiate" are not acceptable. Bidder's silence as to the terms and conditions shall be construed as an indication of complete acceptance of these conditions as written.

**17. Submission Waiver:**

By submitting a response to this solicitation, the submitter or respondent agrees to waive any claim it has or may have against KCKCC and its trustees, employees or agents arising out of or in connection with (1) the administration, evaluation or recommendation of any offer or response; (2) any requirements under the solicitation, the solicitation or response package or related documents; (3) the rejection of any offer or any response or any part of any offer or response; and/or (4) the award of a contract, if any.

**18. Indemnification:**

Contractor shall indemnify, pay for the defense of, and hold harmless the College and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Contractor's negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. Contractor shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Contractor or any employee and shall further indemnify, pay for the defense of, and hold harmless the College of and from any such payment or liability arising out of or in any manner connected with Contractor's performance under this Agreement.

**19. Delegation:**

Unless delegated, KCKCC Board of Trustees must approve all contracts valued at over \$25,000. The Board has granted the President of the College and the Chief Financial Officer authority to initiate and execute contracts valued up to \$24,999 without prior approval from the Board of Trustees. The procurement of goods and services, including professional services and construction services shall be completed as per any applicable KCKCC policy and procedure and shall be in accordance with Section 72-6760 of the Kansas State Department of Education Code for the purchase of goods and services, The Board delegates its authority to the administration and the designated evaluation committee to evaluate score and rank the statement of qualifications. This includes the evaluation of all bids, statement of qualifications, or statements of qualification under procurement, regardless of contract amount, including the final ranking and selection which shall be made on the evaluation and scoring as per the published selection criteria and the final evaluation ranking. The Board of Trustees shall approve the final award of contracts to the firm based on the published selection criteria and as evidenced in the final evaluation, scoring and ranking.

## **Section 6.0**

### **Submittal Instructions**

#### **6.1 DEADLINE FOR WRITTEN QUESTIONS RELATING TO THE RFP**

The deadline for written questions is 4:00 p.m. CST on Friday, February 21, 2020. Send questions to Mr. Michael Beach, Chief Financial Officer by email at [mbeach@kckcc.edu](mailto:mbeach@kckcc.edu). Additionally, Mr. Beach can be reached at 913-288-7645. Mr. Beach is the only person authorized to provide a formal response to any questions. No other KCKCC employee is authorized to make any statement that would bind KCKCC with regard to this RFP.

#### **6.2 SUBMITTAL INSTRUCTIONS**

Submittals should not exceed 30 single-sided pages (maximum 8½" x 11") with a minimum of 10 pt. type. The following information is not included in the page limit:

- Cover letter on Vendor/Company letterhead, maximum of 2 pages
- Résumés for key team members, maximum of 2 pages each
- Appendix 1
- Appendix 2

Respondents shall submit eight (8) clearly marked originals plus 1 electronic copy of the proposal. Proposals shall be received by KCKCC **no later than 4:00 PM, CST, on Friday, February 21, 2020**. The proposals shall be mailed and will be date stamped upon receipt by KCKCC. After the deadline and upon request, a representative of KCKCC will have available the names of those contractors submitting proposals. No other public disclosure will be made until after the award of the contract. Any proposal received after this date and time shall be rejected. Contractor may withdraw its proposals at any time prior to the time and date set for opening.

#### **Submittal/Response to RFP may be mailed or delivered to:**

KCKCC  
ATTN: Mr. Michael Beach  
Business Office  
7250 State Avenue  
Kansas City, KS 66112  
REF: RFP – College Facilities Master Plan

## Attachment I - Proposal Certification

The undersigned applicant, in response to KCKCC Request for Proposals for College Facilities Master Plan, having carefully examined the RFP documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide such services meeting the requirements outlined in this RFP, in accordance with the proposal attached hereto.

Respondent hereby certifies: (a) that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; (b) that the respondent has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that the respondent has not solicited or induced any person, firm, or corporation to refrain from bidding; and (d) that the respondent has not sought by collusion to obtain any advantage over any other bidder or over KCKCC.

Respondent agrees that the response to this RFP is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

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Vendor/Contractor/Consultant/Architect	Phone
Address	Fax
Federal I.D. or SSN	
Signature	Date

## Attachment II – Contract Award Form

PROJECT TITLE: RFP – College Facilities Master Plan

Name of Bidder/Contractor: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

In compliance with the requirements of this Request for Qualifications for providing a College Facilities Master Plan, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with the Proposals dated \_\_\_\_\_, and as mutually agreed upon by subsequent negotiations, if any.

The undersigned certifies that he/she has read, understands, and agrees to be bound by the requirements and terms and conditions and any and all amendments issued by KCKCC and made a part of this solicitation as set forth or referenced in this solicitation. The undersigned understands and agrees that any award resulting from this offer will be made in the form of a KCKCC Purchase Order and will have the following order of precedence: 1) KCKCC Contract, 2) KCKCC referenced solicitation including all amendments issued by KCKCC, 3) the RFP response as accepted and awarded by KCKCC. The undersigned further certifies that he/she is legally authorized to make the statements and representations in its response to this solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned understands and agrees that when evaluating bids and making an award decision, KCKCC relies on the truth and accuracy of the statements and representations presented in the bid response. Accordingly, KCKCC has the right to suspend or debar the undersigned from its procurement process and/or terminate any contract award that may have resulted from this solicitation if KCKCC determines that any statements or representations made were not true and accurate.

Sign By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_