

**REQUEST FOR QUALIFICATIONS  
FOR DESIGN-BUILD SERVICES  
FOR PROJECT NO. AR 07172020 – BARNEY ALLIS REDEVELOPMENT  
GENERAL SERVICES DEPARTMENT- CITY ARCHITECTURE DIVISION  
CITY OF KANSAS CITY, MISSOURI**

1. **Purpose.** This is a Request for Qualifications issued by the City of Kansas City, Missouri through the General Services Department for Design-Build Services soliciting qualifications of firms interested in providing services as the Design-Builder for the redevelopment/reconstruction of the parking and plaza facility at Barney Allis Plaza/Auditorium Plaza Garage. Any such firm(s) interested in providing these services must respond to this Request for Qualifications. This Request for Qualifications is not a request for a proposal or competitive bid. **A future competitive design and cost proposal phase is intended.** Only firms responding to this solicitation shall be allowed to participate in a future competitive proposal phase. In addition, only firms judged as the best qualified by the City shall be allowed to participate in a future competitive proposal phase.

2. **Contents**

- a. Section A - General
- b. Section B - Project
- c. Section C - Scope of Services
- d. Section D - Procurement Process
- e. Section E - Respondent Minimum Qualifications
- f. Section F - Response Requirements
- g. Section G - Response Evaluation and Selection
- h. Attachment A: Project Location
- i. Attachment B: Forms for Affirmation of Compliance are included for information only and RFQ Respondents are not required to complete for this RFQ submission.
  - (1) HRD Form 06: Instructions for Qualifications (Informational Only)
  - (2) HRD Form 13: Affidavit of Intended Utilization (Informational Only)
- j. Attachment C: Forms for Affirmation of Compliance to be submitted with RFQ Submission
  - (1) 00210.01 Design-Build Background Information Form
  - (2) 00515.01 Employee Eligibility Verification Affidavit

## Section A - General

### 3. General Definitions

- a. **City.** The City of Kansas City, Missouri.
- b. **Owner's Representative ("OR").** The City's Owner's Representative ("OR") for the Project is CBC Real Estate Group, LLC and its subconsultants. The Owner's Representative acts under the direct supervision of the City as the City's special agent, fiduciary, advisor, overseer and support staff for the Project. The Owner's Representative is subordinate to the City.
- c. **Project.** The project is the redevelopment/reconstruction of Barney Allis Plaza/Auditorium Parking Garage, including the Parking Structure, Plaza Floor/Parking Roof, Plaza and Perimeter.
- d. **Request for Qualifications ("RFQ").** This solicitation by the City to interested firms to submit their qualifications and all other required submissions as specified in the document. This solicitation is not a request for a proposal or competitive bid.
- e. **Respondent.** Any firm responding to this RFQ.
- f. **Response.** A Respondent's sealed submittal of its qualifications and all other required submissions as specified in this RFQ. In addition, such submittal must also conform to the requirements for such submittal as specified in this RFQ. Based upon the sole discretion and judgment of the City, submittals that do not conform to the requirements of this RFQ will be deemed non-responsive.

### 4. Response Submission.

- a. **Due Date.** Respondents shall submit sealed responses no later than Thursday, February 20, 2020 at 2:00 pm. The City reserves the right at any time to change or extend the due date and time for any reason.
- b. **Address.**

Procurement Services Division  
Attention Delois Moore, Senior Procurement Officer  
City Hall, 1st Floor  
414 East 12th Street  
Kansas City, MO 64106.
- c. **Copies.** In a sealed envelope or sealed box, copies of the Response must be submitted as follows:
  - i. One (1) signed original
  - ii. Six (6) copies
  - iii. One (1) electronic copy on a CD or flash drive in Microsoft Word/Excel format.
- d. **Labeling:** The sealed envelope or sealed box shall be plainly labeled with the words "BARNEY ALLIS DESIGN-BUILD RFQ Number AR 07172020."
- e. **Late Responses.** Responses and modifications of Responses received after the exact hour and date specified for receipt will not be considered unless:
  - i. They are sent via the U.S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the Response will be delivered to the City prior to the Due Date; or,

- ii. if submitted by mail, common carrier or contract carrier and it is determined by the City that the late receipt was due solely to an error by the U.S Postal Service, common carrier or contract carrier; or,
- iii. the Response is timely delivered to the City, but is at a different City location than that specified in this RFQ; or,
- iv. the City extends the time after the deadline for a force majeure event that could potentially affect any or all Respondents meeting the deadline.

**5. Contract Administrator**  
Cedric Rowan, C.P.M.  
Manager of Procurement Services  
City of Kansas City, MO  
Email: cedric.rowan@kcmo.org

With a Copy:  
Delois Moore,  
Senior Procurement Officer  
City of Kansas City, MO  
delois.moore@kcmo.org

**6. Questions.** Forward all questions **in writing** via email to the Contract Administrator. Questions received less than ten (10) calendar days prior to the RFQ Due Date may not be answered. Interpretations or clarifications considered necessary by the City in response to such questions will be issued via a public Addenda, distributed via the City's solicitation website. Oral or other interpretations or clarifications shall be without legal effect, even if made during formal meetings.

**7. Pre-Qualification Conference.** A pre-qualification conference will be held on Thursday, January 30, 2020 at 10:00am CST at the Convention Center, Bartle Hall, Rooms 2206. Attendance by one or more representatives of the Respondent (general contractor or a member of a joint venture) at the pre-bid conference is optional. Interpretations or clarifications considered necessary by the City in response to questions raised at this conference will be issued via a public Addenda, distributed via the City's solicitation website. Oral or other interpretations or clarifications made at this conference shall be without legal effect.

**8. Formal Presentations.** It is the intention of the City that all Respondents should be available for formal presentations in Kansas City, Missouri. Presentations will be held on Friday, March 13, 2020 starting at 9:00am CDT at the Convention Center, Bartle Hall Rooms 2207 or 2209. Additional specific details regarding time and room assignment will be provided on or before March 3, 2020.

**9. Ineligible Firms and Individuals.** The following firms and individuals are serving in an advisory or management capacity to the City for this Project and are therefore not eligible to assist or participate with any Respondent: CBC Real Estate Group, Benson Method, Olsson Associates, ParkGreen, Biederman Redevelopment Ventures, LINK, Construction Management Resources,

Parsons+Associates (Kansas City), Wellner Architects, TSI, Jones Lang LaSalle, and Gilmore Bell.

**10. Communications and City Contact.** On behalf of the City, the Contract Administrator will act as the sole point of contact for this RFQ and shall administer the RFQ process. All communications shall be submitted in writing by email only and shall specifically reference this RFQ. All communications and questions regarding the Project shall only be made through the Contract Administrator with the exceptions of City-certified Minority Business Enterprises and Women Business Enterprises (MBE/WBE) and of Respondents contacting the Human Relations Department (HRD) to assist in meeting MBE/WBE goals. MBE/WBEs may contact the Contract Administrator and/or HRD staff directly regarding the Project. No oral communication from the Contract Administrator or any other individual is binding. During this RFQ process, oral or written communication specific to this RFQ or the Project with other City staff, the Owner's Representative, or any public official is prohibited. A violation of this provision may result in disqualification of the Respondent.

**11. Conflict of Interest.** A conflict of interest situation may disqualify a Respondent. If the Respondent believes there may be a conflict of interest, it must list the organizations and the names of entities or persons associated with the Respondent who may have a conflict of interest, or appearance of a conflict of interest, with the City. Details of the potential conflict of interest must also be included. Names of entities associated with the Respondent who may have a conflict of interest with any activity of this Project should be included in the Response along with any applicable details and reasons. Respondents are subject to disqualification on the basis of conflict of interest as determined by the City.

**12. Sole Judgment and Discretion of City.** Selection of the best qualified Respondents will be based upon the sole discretion and judgment of the City as part of its efforts to identify qualified firms that can provide services in the best interests of the City.

**13. No Commitment by City.** Responses and any other information submitted by Respondents in response to this RFQ shall become the property of the City. The City shall have no liability for any expenses incurred by Respondents in the preparation of Responses or for any damage allegedly resulting from a Respondent's failure to be awarded a Contract for Design-Build Services for the Project. Issuance of this RFQ does not commit the City to enter into a contract for the Project. The City makes no guarantee that an award of contract will be made as a result of this RFQ. The City reserves the right to (i) accept or reject any or all Responses, (ii) re-solicit for Responses, (iii) temporarily or permanently abandon the procurement in whole or in part, (iv) waive any informalities or minor technical inconsistencies, and/or (v) award one or more contracts for all or any portion of the Project, when deemed by the City, in its sole discretion, to be most advantageous to the City and in its best interests.

**14. Prohibited activities by former City employees and officials.** Section 2-2044 of the City's Municipal Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one year after that former employee or official leaves the City's employ. By submitting a Response, Respondent affirms that Respondent and its subcontractors and

employees are in compliance with the requirements of Section 2-2044. Failure to comply with the requirements of Section 2-2044 may cause the Response to be rejected.

**15. Change in RFQ, Contract and Additional Work.** The City reserves the right to add to, delete, modify or enlarge this RFQ, including any specifications and/or statement of work, the proposed contract, the terms and conditions, and any subsequently executed contract. The City reserves the right to award additional contracts for related work or subsequent Project phases to the selected Respondent.

**16. Interviews and Discussions with Respondents.** The City may interview none, one, some or all of the Respondents that submit Responses. Responses may be evaluated, and a decision made with or without, discussions with Respondents. The City reserves the right to request additional information from any or all Respondents.

**17. Waivers.** The City Manager or his/her delegate at any time may waive any requirements imposed in this RFQ or by any City regulation when the requirement waived would be waived for all Respondents for this RFQ and it is in the best interest of the City to grant the waiver. The City Council at any time may waive any requirements imposed in this RFQ by the City's code of ordinances when the waived requirement would be waived for all Respondents for this RFQ and it is in the best interest of the City to grant the waiver. The City reserves the right to waive any irregularities and/or formalities as deemed appropriate. The City Council may waive any and all requirements imposed by any Response document and render a decision on the best qualified Respondent(s) if the City Council determines a waiver is in the best interests of the City.

**18. Closed Records.** All Responses including interviews, presentations and documents, and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until rejected by the City. If the City amends this RFQ, Responses submitted in response to the original RFQ may remain closed records until a contract is executed or all submitted in response to the amended RFQ are rejected.

**19. Disclosure of Proprietary Information.** A Respondent may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Response by:

- a. marking each page of each such document prominently in at least 16-point font with the words "Proprietary Information";
- b. printing each page of each such document on a different color paper than the paper on which the remainder of the Response is printed; and
- c. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Respondent.
- d. After either a contract is executed pursuant to the RFQ, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the City will notify the Respondent of the request, and it shall be the burden of the Respondent to establish that such documents are exempt from disclosure under the law.

**20. Evaluation Criteria/Rankings.** Any evaluation criteria, weighting of criteria, or ranking is used by the City only as a tool to assist the City in selecting the best qualified Respondents for this Project. The City may change criteria, criteria weights and rankings at any time. Evaluation scores or ranks do not create any right or expectation to a short list or contract regardless of any score or ranking given to any Respondent.

**21. Affirmative Action.** It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age. The City's Affirmative Action ordinance requires that any person or entity who employs fifty (50) or more persons and is awarded a contract from the City totaling more than \$300,000.00 must:

- a. Execute and submit an affidavit, in a form prescribed by the City, warranting that the contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the contract.
- b. Submit, in print or electronic format, a copy of the contractor's current certificate of compliance to the City's Human Relations Department ("HRD") prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, contractor does not possess a current certification of compliance, contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.
- c. Require any subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- d. Obtain from any subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, subcontractor does not possess a current certificate of compliance, contractor shall obtain a copy of the subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.
- e. If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website at [www.KCMO.gov](http://www.KCMO.gov).

**22. Minority/Women Business Enterprise Program.** The City of Kansas City, Missouri desires that Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts. The goals for this Project have not yet been set; however, it is anticipated that a goal between 12-16% MBE and 10%-15% WBE is possible for the final project. **Respondents shall not prohibit MBE/WBE subcontractors from participating in a Response by any other Respondent for the Project.** As the goals have not been finalized the HRD Form 13 Affidavit of Intended Utilization is provided for information only. If you request it, the Human Relations Specialist will provide an MBE/WBE Directory and assistance. Please call the Human Relations Specialist at 816-513-1818.

**23. Employee Eligibility Verification.** Contractors with the City shall execute and submit an affidavit, in a form prescribed by the City, affirming that the contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractors shall attach to the affidavit documentation sufficient to establish the contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Contractors may obtain additional information about E-Verify and enroll at [www.e-verify.gov](http://www.e-verify.gov). For those contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that contractors obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Contractors shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

**24. Accessibility.** Any person with a disability desiring reasonable accommodation to participate in meetings may contact the 311 Action Center at 311, 816-513-1313, TTY 513-1889 or by email at [actioncenter@kcmo.org](mailto:actioncenter@kcmo.org).

**25. RFQ (Request for Qualification) Cost.** Regardless of the amount of time, effort, cost and expense incurred by a Responder to be selected for the City's shortlist, the Responder will be solely responsible and liable for any and all costs incurred if not selected. The City shall have no liability or responsibility for any costs or expenses.

## Section B - Project

26. **Project Website.** The Project website is [www.barneyallis.org](http://www.barneyallis.org). All documents and some additional information related to the Project may be found on this website.

27. **Project Background.** Barney Allis Plaza and the Auditorium Plaza Garage, built in the late 1950s, is a one-block plaza situated atop a three-story under-ground garage in downtown Kansas City. The plaza is named after prominent Kansas City hotelier, Barney Allis, who owned and operated the Muehlebach Hotel at 12th and Baltimore from 1931 to 1962 and also acquired and reopened the Folly Theater (originally the Standard Theatre) at 12th and Central in 1941. The plaza is surrounded by Bartle Hall, the Kansas City Convention Exhibit Center, to the west, the Kansas City Marriott Downtown to the north and east, the Aladdin Hotel to the east, and the Municipal Auditorium to the south. The combined plaza and garage are frequently used by a variety of constituents and, given the 60+ years that have passed since the garage and plaza first opened, are in serious need of significant renovation in order to provide ongoing parking options below and inviting recreation space above.

The Barney Allis Plaza is considered functionally deficient as an urban civic space. The Auditorium Plaza Garage is used during conferences, conventions and public shows at Bartle Hall and theatrical or other entertainment performances at the surrounding venues.

In March 2018, the Urban Land Institute conducted a two-day Technical Assistance Panel (ULI TAP), sponsored by a partnership between the City Trust and the Downtown Council, to consider a wide variety of approaches to the parking and green space challenges at this site.

On October 18, 2018, the City Council unanimously passed Resolution 180768, "Recognizing the importance of reconstruction and revitalization of Barney Allis Plaza and Auditorium Plaza Garage and directing the City Manager to incorporate the project into the 2018 Update of the Citywide Business Plan by October 25, 2018 and the 2018-2019 City budget."

Subsequently, the City proceeded to initiate the necessary due diligence required to develop a formal plan to reconstruct that facility via a study ("Phase I Study"). The Phase I Study concluded all its major tasks on April 17, 2019 with a formal presentation of the Phase I Study results to the City Council at its Business Session on April 18, 2019. The Phase I Study involved an analysis of the following key items:

- A parking study of the Central Business District
- An alternatives analysis of parking for the area surrounding the facility
- Geotechnical investigations
- Site survey
- Benchmarking of other urban civic spaces
- Surveying of stakeholder opinion and interest
- Legal analysis
- Financial analysis
- Cost estimating
- Identification of operations and management options
- Recommended procurement strategy for the reconstruction

On July 18, 2019, the City Council passed ordinance 190443 authorizing a professional services contract to engage CBC Real Estate Group and its subconsultants as the City's Owner's Representative to manage the redevelopment process including implementation of strategies to program, design and reconstruct the Auditorium Plaza Garage and Barney Allis Plaza Event Space.

**28. Project Plan.** The plan for the Project is as follows:

- a. Demolition/Shoring.** While much of the existing structure is deteriorating, it is anticipated that the perimeter walls may be used as shoring for the new parking structure. Accordingly, the existing structure may be selectively demolished or retained. Debris may be disposed of offsite or used for controlled fill onsite.
- b. Parking Structure.** Construction of a new subterranean parking structure to house between 200 and 500 structured parking stalls. It is anticipated that the parking structure will be mostly, if not entirely, below grade, and it should maintain access to existing tunnel connections. The recommended parking program and design criteria are pending and will be issued to those firms shortlisted for the design competition phase.
- c. Plaza.** Construction of a new open plaza is generally anticipated to cover the entire footprint of the existing site and will be mostly, if not entirely, at grade. It is further anticipated that the plaza will be designed to be an actively managed and programmed urban park. The recommended plaza program is pending and will be issued to those firms shortlisted for the design competition phase.
- d. Plaza Floor/Parking Roof.** For the area where the plaza extends above the parking, an appropriate structural roof above the parking, and below the plaza, is to be constructed. For the areas under the plaza that are not above the parking, an appropriate subsurface base is to be constructed.
- e. Perimeter.** It is anticipated that improvements to the surrounding streetscape including, but not limited to sidewalks, paving, signalization, landscape, hardscape and signage both onsite and on opposite sides of the surrounding streets will also be constructed. This may include the two-way conversion of a portion of Central Street and the related traffic signal modifications. The recommended program for the perimeter is pending and will be issued to those firms shortlisted for the design competition phase. Various City Plans will be referenced and incorporated including Boulevard and Parkway Standards, Kansas City Downtown Streetscape Master Plan, Greater Downtown Area Plan, and Green Stormwater Infrastructure Manual.
- f. Public Art.** Integration of the City's 1% for Art program will be included in the Project. The Project should also include artistic architectural elements which may or may not be part of the 1% for Art program.
- g. Completion.** The Project must be complete by October 1, 2022.

**29. Project Delivery.** A pre-qualified, competitive Design-Build process has been chosen for the Project.

**30. General Project Goals.** The City's general goals for the Project are as follows:

- a. Innovation.** The City is interested in the use of innovative construction materials and methods which will positively impact the operations and maintenance of the structure, including the parking roof.

- b. **Cost.** Balance initial capital cost with consideration of optimizing life-cycle cost.
- c. **Schedule.** Achieve the scheduled completion dates for design, construction and performance testing of the Project.
- d. **Commercially Off-the-Shelf.** To provide for ease of operation and maintenance and to minimize ongoing maintenance costs, the City prefers to use items and materials that may be repaired or replaced via non-proprietary and/or commercially off-the-shelf parts, components and materials that can be purchased from multiple vendors.
- e. **Maintenance.** The long-term success of the Project will depend not only on it being well designed and built, but also on establishing a strategy and mechanism for the ongoing efficient maintenance of all structural and landscape elements.

31. **Parking/Parking Roof Goals.** The City's goals for the parking portion of the Project are as follows:

- a. **Technology.** Parking design and operations should implement current and updated technology related to parking operations, with foresight for future technology implementation.
- b. **Operations & Maintenance.** Optimize parking operating and maintenance requirements so that the facility is capable of reliably and continuously operating in a cost-effective manner over the long-term. Develop and deliver, in conjunction with City management, a program that provides effective hands on training for City staff to transition to full-time operation of new parking facilities.
- c. **Customer Experience.** The experience of the parking customer should complement the associated plaza experience, and shall include self-parking and attendant parking options, as well as other transit related programming. Art and other architectural elements to enhance the design of the parking garage should be considered.
- d. **Accreditation.** The City expects to certify the parking garage at an exemplary level with the International Parking Institute's Accredited Parking Organization Program. The project shall meet the design and operational objectives accordingly. For reference: <https://parking-mobility.org>.
- e. **Roof Function.** The Parking Roof/Plaza Floor should be designed and constructed using current and updated industry best practices related to leak prevention; maintainability; structural load bearing for park functions/vegetation/soil/water features, and temporary structure attachments; drainage; and providing a foundation for a thriving landscape and greenspace. It is not anticipated that the roof will extend under any street, however, final limitations will be provided in the RFP phase.

32. **Plaza Goals.** The City's goals for the plaza portion of the Project are as follows:

- a. **Urban Design.** The City's vision for the plaza portion of this Project is to enhance the identity and image of downtown Kansas City as a civic and cultural destination for residents, visitors and businesses and to create a vibrant, open, active urban park with a sense of place. When constructed, the plaza and its related streetscape improvements will provide an appropriate, public-friendly setting, linking the Convention Center with adjacent hotel, cultural and commercial assets. Downtown Kansas City continues to undergo a very positive redevelopment, helping to achieve the City's vision of a dense, mixed-use downtown as portrayed in the Greater Downtown Area Plan.

- b. **Guiding Principles for Design.** As part of the goal to create an active destination park, the following elements should be considered:
    - (1) **ADA Accessibility.** Design the plaza to meet full ADA compliance and enable pedestrian access by people of all abilities.
    - (2) **User Experience.** The plaza design should be based on creating positive user and pedestrian experiences. Movable seating is preferred over fixed seating. Plaza entrances should be wide and welcoming, with multiple viewpoints into the public space. To the extent possible, the plaza and plantings should be at grade.
    - (3) **Materiality.** The plaza will be composed of both hardscape and softscape, including flexible lawns and event plazas that will be frequently activated by the plaza operator.
    - (4) **Programming.** The plaza must accommodate active and passive programming. Conceptual amenities include a programming and performance pavilion, food and beverage facility, enclosed play area, dog park and water features. The plaza will also be activated with daily, weekly and signature events ranging from lawn games and fitness classes to large community festivals.
  - c. **Public Art.** Applied thoughtfully to the Plaza, public art will reinforce a sense of place, reinvigorate the surroundings, and create a dynamic sense of connectedness among the convention center, hotels, downtown neighborhood and community at large. Opportunities for impact range from wayfinding to landscape elements, recreation and play to infrastructure, and temporary to permanent works of art. There will be three primary artistic components to the new Plaza space:
    - (1) Permanent installations.
    - (2) Ongoing temporary installations
    - (3) Architectural details
33. **Perimeter Goals.** The City's goals for the perimeter portion of the Project are as follows:
- a. **Two-Way Conversion of Central.** The Project seeks to implement a two-way conversion of Central Street from 11th Street south to the I-670 WB off-ramp at approximately the location of 15th Street, if such street existed.
  - b. **Boulevard and Parkway Standards.** 12th Street is part of the City's Boulevard system and treatments to 12th Street should consider appropriate boulevard landscape and aesthetic guidelines.
  - c. **Downtown Streetscape Master Plan.** The standards in the Downtown Streetscape Master Plan should be followed.
  - d. **Greater Downtown Area Plan.** Incorporate corridor design, development, and streetscape characteristic guidelines for corridor streets and other surrounding streets as appropriate.
  - e. **Green Stormwater Infrastructure Manual.** Reference strategies for implementing green stormwater infrastructure for stormwater generated onsite.
  - f. **Urban Street Design Guide (NACTO).** Consider strategies for street design that works to meet the needs of people walking, driving, cycling, and taking alternative forms of transportation, all in a constrained space while enhancing the value of businesses and offices along the roadway.
  - g. **Two-way cycle track on 12th Street.** The Project should allow for the implementation of a two-way cycle track in the north lane of 12th Street.

- h. Pedestrian Focus.** The streetscape and traffic lane designs should achieve these core functions:
  - (1) Discourage speeding by design
  - (2) Encourage walking, biking, and/or multi-modal use
  - (3) Provide accessibility to all, regardless of age or physical ability
  - (4) Safe design of pedestrian and vehicle interactions
- i. Design Elements.** As part of the goal of a pedestrian focused streetscape, the following elements should be considered:
  - (1) **ADA Accessibility.** Design sidewalks to meet full ADA compliance and enable pedestrian access by people of all abilities.
  - (2) **Public Amenities.** Install amenities like greenery, trees, stamped concrete crosswalks, wide sidewalks, and green stormwater infrastructure to enhance the public realm.
  - (3) **Right-sized Road Widths and Vehicle Lane Widths.** Road and vehicle lane widths should be designed to reduce speeding.
  - (4) **Pedestrian Safe-Harbors.** Install pedestrian bump-outs or islands. Crosswalks leading to and from them should be high visibility.
  - (5) **Wide Sidewalks.** Expand sidewalks to offer no less than 8 feet of unobstructed width, as practical.
  - (6) **Multi-modal Transportation Facilities.** Design for safe, efficient surface transportation and mobility operations that will encourage alternative transportation options and also will minimize pedestrian and vehicle conflicts and interactions.
  - (7) **Dedicated Unloading Zones.** Create dedicated unloading zones for both the plaza and possibly other users.
  - (8) **Innovation - utilities and stormwater.** Treatments should be innovative in their approach to existing and future utility conflicts and stormwater systems.
  - (9) **Innovation - program area.** The perimeter area (streets, sidewalks, opposing buildings) serve as an extension to the plaza area program and may be considered for functional and creative inclusion, especially the streetscape in front of Municipal Auditorium and the east facing wall of Bartle Hall.
  - (10) **Innovation - area of influence.** The four intersections surrounding Barney Allis are each significant nodes, with the southwest intersection also serving as the entrance to the Convention Center. This “entrance” should be emphasized, and each intersection should be considered within the overall streetscape of downtown.

**34. Sustainability.** The City has adopted an overall policy supporting enhanced sustainability measures that consider environmental quality, social equity and economic vitality. In order to minimize waste, enhance efficiencies, and achieve multiple benefits and project synergies, all City projects must identify opportunities for sustainability improvements and implement those improvements when financially reasonable and operationally practical. This project should serve as a model for sustainable development achieving LEED Certification from the U.S. Green Building Council, the Parksmart Certification administered by Green Business Certification Inc., and/or the Envision sustainability rating system from the Institute of Sustainable Infrastructure, as appropriate. While the City’s streetscape standards may provide guidance on many common streetscape elements, there are additional areas in which further efforts on sustainability may be applied:

- a. **Urban Forestry.** Establishing and sustaining a healthy urban forest is difficult in a downtown environment. Soil compaction, soil volume, alternating flooding and drought conditions, heat island effect, and air pollutants from vehicles all work to reduce vigor and shorten the life span of urban trees. The Project will seek the use of structural soils, irrigation, subdrainage and other means of ensuring the success of tree plantings.
- b. **Street and Sidewalk Cut Reduction.** Repeated street and sidewalk cuts have a negative impact on pavement life, traffic flow and abutting businesses. The Project should seek to use shared telecommunication and electrical duct banks as well as other means of reducing the need to excavate any newly constructed streets and/or sidewalks.
- c. **Heat Island Effect.** Heat build-up in buildings and pavements downtown contributes to poor air quality and discourages pedestrian activity during the summer. The Project should seek to reduce the heat island effect through pavement design, shading and other means.
- d. **Storm Drainage and Water Quality.** Stormwater conveyance, detention and possible gray water onsite reclamation for irrigation are topics which the Project should address. The Project should be a model of implementing the City's Green Stormwater Infrastructure Manual.
- e. **Renewable Energy.** The Project should explore various applications of solar, wind and other renewable energy sources to serve proposed improvements such as lighting, sump pumps, lighted kiosks, decorative tree lighting, etc.
- f. **Recyclables.** The Project should explore ways to design and place receptacles for collecting recyclables in addition to trash.
- g. **Construction Waste Management.** Appropriate means of reuse or salvage of demolition waste from the Project should be implemented.
- h. **Materials Selection.** The Project should attempt to use locally available materials to the maximum extent feasible. The use of locally available materials not only reinforces a sense of place but is a more sustainable building practice than transporting materials long distances.
- i. **Transportation Alternatives.** The Project should address the location, layout and type of multimodal transportation facilities to optimally serve the Project area.

35. **Project Budget.** The cost for design and construction of the Project is currently estimated at approximately \$55 million to \$82 million. This estimate is conceptual only and is based on less than 5% design information. The budget breakdown below is for information only, is subject to significant change, and should not be relied on.

Demolition/Shoring/Site Prep	\$8,400,000 to \$12,600,000
Parking - Design/Construction	\$13,600,000 to \$20,400,000
Roof - Design/Construction	\$7,600,000 to \$11,400,000
Plaza - Design/Construction	\$4,000,000 to \$6,000,000
Perimeter - Design/Construction	\$3,700,000 to \$5,500,000
Design-Builder General/Contingency	\$3,000,000 to \$4,600,000

City 1% for Art	\$600,000 to \$800,000
City General/Contingency	\$13,600,000 to \$20,400,000
<b>Total</b>	<b>\$54,500,000 to \$81,700,000</b>

## Section C - Scope of Services

### 36. Scope Definitions

- a. **Contract for Design-Build Services.** The entire agreement between the City and the Design-Builder, including all amendments, which will establish the terms and conditions for the performance of the design-build services for the Project.
- b. **Key Personnel.** The individuals, employed by Design-Builder or another firm included on the Project Team, who would fill certain key roles in the delivery of the Project and related services if Design-Builder is chosen and may not be removed or substituted without City's written consent, including, but not limited to those positions identified in Section F, Part 2 - Respondent Key Personnel of this RFQ.
- c. **Design-Builder.** The entity that will serve as the Project designer and contractor and enter into a contractual relationship with the City, and that will be the single point of accountability to the City for delivery of the services and the Project. All primary and secondary members of the Design-Builder Team will be licensed in Missouri for their respective construction trades and professional services.
- d. **Design-Build Contract.** As part of the RFP, the City will provide a proforma agreement for review and completion by the Design-Builder. The Design-Builder will be required to accept the agreement as presented or submit any requested changes as a condition of their RFP response.

**37. Design-Build Scope (Included for informational purposes only, additional scope information to be provided in the RFP).** The Design-Builder shall assume design and construction responsibility for the Project and shall deliver the Project within the parameters of the established budget and schedule. The Design-Builder shall accept all information with the Criteria Documents and indemnify the City, the Owner's Representative and Owner's Representatives subconsultants from any and all claims made resultant from the information contained therein. The Design-Builder shall perform all design and construction services, and provide all materials, equipment, tools, supervision, labor, and all other items and services necessary to complete the services described in, and reasonably inferred. To complete this project, it is anticipated that the Design-Builder's scope of work for the Project will be performed in two or more phases under a single Contract for Design-Build Services between the City and Design-Builder. The Project phases are generally described as follows:

- a. **Pre-Construction Phase** services performed under the Contract for Design-Build Services generally include completing the Project's design documents, construction estimates, permitting and other pre-construction activities as described herein:
  - (1) Develop the Project Plan which shall include
    - (a). Provide a guaranteed cost proposal for Pre-Construction Phase services.
    - (b). Identify dedicated professional staff as primary points of contact for design, engineering and construction responsibilities.
    - (c). Attend regular meetings with the City on a mutually agreed-upon schedule to communicate objectives, report on schedule and progress, discuss and resolve issues, obtain clarifications, etc. Timely document all meetings and record action items from each meeting.

- (d). Building off the cost proposal submitted with their RFP response, the Design-Builder will be responsible for preparing budget updates at each of the below standard milestone phases shown in pp (3).
  - (e). Comprehensive project schedule commencing with award through Project close-out. Major milestone dates will be identified.
    - i. Project communication plan
    - ii. Project construction logistics plan
    - iii. Project safety plan
    - iv. Supplier Diversity plan
- (2) Develop demolition documents and coordinated implementation strategy including;
- (a). Analyze various methods demolition, retaining and reconstruction of the Parking Structure including schedule and cost implications.
  - (b). Coordinate all planned street closures or encumbrances with the City and Conventions Staff.
  - (c). Design-Builder will prepare an early package for demolition of the Barney Allis Plaza and Auditorium Parking Garage. Refer to the City's Information Bulletin 107 (IB107) - Demolition Permit and Inspections.
- (3) Develop customary architectural, engineering documents through all phases of the project including;
- (a). For all major design disciplines including Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Landscape (hard/soft), and Public Art, the Design-Builder will be responsible for preparing the necessary design and specifications at the following standard milestone phases.
    - i. Schematic Design
    - ii. Design Development
    - iii. Construction Documentation
  - (b). Perform additional engineering studies and site investigations to support the design.
  - (c). Perform additional engineering and confirm existing conditions including;
    - i. Public utility,
    - ii. Project and Perimeter surveys,
    - iii. Subsurface utility,
    - iv. Geotechnical conditions,
  - (d). Implement designated sustainability protocols to achieve LEED Certification from the U.S. Green Building Council, the Parksmart Certification administered by Green Business Certification Inc., and/or the Envision verification from the Institute of Sustainable Infrastructure, as appropriate.
  - (e). Complete final Construction Documents for the purposes of obtaining construction permits, including any required development plan submittals, storm water studies, or public improvement documents. Anticipate a Development Assistance meeting to determine the appropriate permitting strategy.
  - (f). Present project design to Municipal Arts Commission for approval of design.
  - (g). Value-engineering activities to further confirm the Project budget through evaluation of any additional cost savings opportunities.
  - (h). Planning for traffic control.

- b. Construction Phase** services performed under the Contract for Design-Build Services include, performing construction and post-construction tasks but not limited to the following;
- (1) Construction Phase Cost should be equal to the Guaranteed Cost Proposal submitted with the RFP less the Pre-Construction Phase Cost Proposal.
  - (2) Responsible for all construction means and methods to construct the Project.
  - (3) Provide professional project management staff experienced with complex urban construction projects.
  - (4) Attend regular meetings with the City on a mutually agreed-upon schedule to communicate objectives, report on schedule and progress, discuss and resolve issues, obtain clarifications, etc. Timely document all meetings and record action items from each meeting.
  - (5) Provide Guaranteed Maximum Price Contract for construction services for the remaining costs to construct the remainder of the Project.
  - (6) Periodic monthly billings including subcontractor support, lien waivers and other information as required for a publicly funded project.
  - (7) Cost estimating and reporting
  - (8) Value engineering
  - (9) Life cycle cost analysis
  - (10) Design and construction scheduling
  - (11) Permitting and Approvals
  - (12) Comprehensive safety and quality and control
  - (13) Maintain site security
  - (14) Attend periodic traffic control meetings to help coordinate traffic disruptions due to construction adjacent to the convention center
  - (15) Implement quality-management procedures
  - (16) Construction administration and supervision
  - (17) Phasing, scheduling and coordination with surrounding building City's and operators
  - (18) Track, document and prepare all submissions to certify the Project using the sustainability standard(s) as identified by the City. Design-Builder will be responsible for full certification of the project.
  - (19) Coordination and submittals for jurisdictional reviews and permits
  - (20) Closeout and Certificate of Occupancy
  - (21) Provide operator training and prepare an operations transition plan.
  - (22) Provide Commissioning Agent management of commissioning plan
  - (23) Provide closeout documentation (as-built drawings, BIM, O&M manuals, itemized asset management information, etc.).
  - (24) Provide warranty coverage.
  - (25) Provide a 10-year operations plan for Parking Garage and Plaza.

**38. Existing Art.** The City will inventory all existing art and artifacts as well as seek approval from the Municipal Arts Commission as to the approach to removal, relocation and/or storage of the art and artifacts. The Design-Builder may be required to assist with the removal of fixed art and implement the relocation and/or storage pursuant to a plan as approved by the Municipal Arts Commission.

**39. Public Art.** The purchasing or commissioning of art through the City's 1% for Art program will be coordinated with the Design-Builder but procured independent of the Design-Builder. The Design-Builder's role in the art for the Project will be to, through a collaborative process:

- a. Set the philosophy for inclusion of art in the project in coordination with the City's 1%-for-Art program.
- b. Design functional and artful plaza and streetscape elements to be included in the Project and identify opportunities for local artisans to design and fabricate functional elements of the Project.
- c. Participate in the definition of locations, guidelines and criteria for art that may be designed and executed by other artists through a call for artists to be managed by the City's 1%-for-Art program.
- d. Participate as an advisor to the City in the selection of additional artists as managed by the City's 1%-for-Art program.
- e. Coordinate with the City's Public Art Administrator throughout the process.
- f. Coordinate installation and on-site fabrication schedules with artists to be selected by the City.

**40. Design-Build Contract Requirements.** The City's requirements for the Design-Build Contract will include:

- a. **Risk.** Achieving an optimal balance of risk allocation between the City and the Design-Builder.
- b. **Safety.** Implementation of an effective safety program incorporating best industry practices.
- c. **Accountability.** The Design-Builder will be the single point of accountability for performance of all services under the Contract for Design-Builder Services.
- d. **Smooth Transition.** Providing for a smooth transition of design deliverables (i.e. as-builts, O&M manuals, submittals, building information models (BIM)) from the Design-Builder to the City for use in the City's O&M systems, such as maintenance management and asset management and a smooth transition of facility operations following commissioning activities between the Design-Builder and the City. The OR Team will be utilizing MySmartPlans for document coordination and it is expected that the Design-Builder will adopt the same file sharing platform.
- e. **Collaboration.** Providing for coordinated design development with City input in a manner that preserves Design-Builder's sole responsibility for the achievement of Project performance objectives while meeting City objectives associated with cost, quality, aesthetics, and long-term operability.

**41. City's Roles and Responsibilities.** The City will cooperate with the Design-Builder and will fulfill its responsibilities in a timely manner to facilitate the Design-Builder's timely and efficient performance of services. The City's responsibilities include:

- a. Review submissions and provide comments to Design-Builder in a timely manner.
- b. Furnish existing studies and provide complete, accurate, and reliable data and information regarding the Project, including record drawings, preliminary studies, environmental impact assessments, BIM models, Site plans etc.
- c. Provide information and provide (or engage Design-Builder to perform) additional studies that may be necessary to complete the Project.

- d. Provide adequate funding.
- e. Provide access to the Project site and any necessary easements.
- f. Assist Design-Builder in obtaining governmental approvals and permits Design-Builder is responsible for.
- g. Obtain the governmental approvals and permits the City is responsible for.

**42. Owner's Representative Roles and Responsibilities.** The City will utilize an Owner's Representative who will act at the direction of the City and as an extension of the City's Staff. The Design-Builder will agree to cooperate/communicate with the Owner's Representative to manage the Project. The Owner Representative's Roles and Responsibilities include:

- a. Assisting the City with Design Phase and Construction Phase oversight to monitor contract compliance of the Design-Builder including;
  - (1) Negotiation of the Design-Build Contract
  - (2) Review of Design-Builder's schedule
  - (3) Act as liaison to City staff
- b. Assisting the City with its responsibilities to the Design-Builder (as delineated above)
- c. Provide day-to-day leadership and facilitation of the Project including:
  - (1) Review of all design and specification documents
  - (2) Review of all construction estimates
  - (3) Provide feedback on site construction logistics plans
  - (4) Participate in all design and construction related meetings include programming, city staff reviews and weekly OAC
  - (5) Review payment requests and process the same
  - (6) Negotiate claims to an equitable resolution
  - (7) Review contractor communication including ASI, RFI, CCD's, submittals, etc.
  - (8) Review performance of Project construction schedule
  - (9) Assist with construction related Project communication
- d. Augmenting City staff as directed.

## Section D - Procurement Process

**43. Procurement Approach.** The City intends to identify and select a qualified firm to provide design-build services for the Project that meet the best interests of the City by using the following approach:

- a. **Request for Qualifications Phase (“RFQ Phase”).** The RFQ Phase intends to solicit interest in design-build services for the Project and have the Respondents provide the information needed to judge the qualifications of each Respondent. This RFQ is the implementation of the RFQ Phase.
- b. **Shortlist Phase.** From, and only from, the Responses received, the City intends to identify up to four best qualified firms for the Project.
- c. **Design-Build Competition/Request for Proposal Phase (“RFP Phase”).** The RFP Phase intends to invite up to four of the most qualified firms identified in the Shortlist Phase to compete in a formal design-build competition for the Project.

**44. Criteria Documents.** The Criteria Documents will be delivered to the Design-Build Competitors at such time the final shortlist RFQ Respondents has been determined by the City. The Criteria Documents will include functional narratives and performance criteria for the Parking Structure, Plaza Floor/Parking Roof, Plaza and Perimeter scopes of work. The Criteria Documents will include Proof of Concept Drawings for the Parking Structure, Plaza Floor/Parking Roof and Perimeter scopes of work. The Design-Build Competitors will use Criteria Documents as a foundation to prepare a design and guaranteed cost proposal for the Parking Structure, Plaza Floor/Parking Roof, Plaza and Perimeter. The Criteria Documents may include, or include by citation, existing studies and any developed detailed operation performance standards, which may include:

- a. Site Design Standards
- b. Maintenance Standards – Life Cycle Requirements
- c. Operation Standards
- d. Energy consumption standards
- e. Stormwater standards
- f. Sustainability, Universal Design and ADA Standards

**45. Design-Build Competition/Request for Proposal Process.** The City and the Owner’s Representative will administer the process including preparation of Criteria Documents. The invited shortlisted firms must agree in writing to the terms of the design-build competition. This competition shall involve the development of a final design and guaranteed cost proposal for the Project. Prior to the start of this competition, design criteria will be provided as well as a clear understanding of how the City will determine the winning proposal. Firms invited to compete that are not selected and contracted with will be offered a stipend of \$150,000.00 upon their submittal of a responsive Proposal and City Council approval to contract with the successful design-build team. The intellectual property contained in the all proposals will become the property of the City upon City Council approval to contract with the successful design-build team.

**46. Procurement Schedule.** The following dates and times are subject to change at any time at the sole discretion of the City.

- a. **Request for Qualifications Phase**

- |   |                                 |
|---|---------------------------------|
| (1) RFQ Issue Date                                    | January 16, 2020                |
| (2) Pre-Qualification Conference                      | January 30, 2020 at 10:00am CST |
| (3) Deadline for RFQ Questions                        | February 10, 2020 at 5:00pm CST |
| (4) RFQ Responses Due Date                            | February 20, 2020 at 2:00pm CST |
| (5) City Internal Review Complete                     | February 28, 2020               |
| (6) Notify Respondents of Invitation to Interview     | March 3, 2020                   |
| (7) Interview Invited Respondents                     | March 13, 2020                  |
| (8) City Council Approval of Project Funding          | March 19, 2020                  |
| (9) Notify Respondents of Invitation to Compete       | March 20, 2020                  |
| (10) Deadline to Accept Invitation to Compete         | March 23, 2020                  |
| <b>b. Request for Proposal Phase</b>                  |                                 |
| (1) Issue RFP   | March 23, 2020                  |
| (2) Competition Conference #1                         | March 27, 2020                  |
| (3) Competition Conference #2                         | April 7, 2020                   |
| (4) Competition Conference #3                         | April 21, 2020                  |
| (5) Competition Conference #4                         | May 5, 2020                     |
| (6) Design Proposals and<br>Sealed Cost Proposals Due | May 11, 2020 at 2:00pm CDT      |
| (7) City Internal Review Complete                     | May 18, 2020                    |
| (8) Interview Competition Participants                | May 19, 2020 at 10:00am CDT     |
| (9) Public Announcement of Design Scores              | May 20, 2020 at 11:15am CDT     |
| (10) Public Cost Proposal Opening                     | May 20, 2020 at 11:30am CDT     |
| (11) Notify Apparent Winner                           | May 29, 2020                    |
| (12) Complete Negotiations with Apparent Winner       | June 12, 2020                   |
| (13) City Council - Docket Ordinance                  | June 18, 2020                   |
| (14) City Council - Approve Contract                  | June 25, 2020                   |
| (15) Notice to Proceed                                | July 7, 2020                    |

## Section E - Respondent Minimum Qualifications

**47. Respondent Minimum Qualifications.** Each Respondent is expected to meet the following minimum qualifications. At its sole discretion, the City may waive any failure to satisfy such minimums and may request clarification or additional information to address any questions that may arise in this regard. Any Respondent that does not meet all the following minimum qualifications may be rejected:

- a. **Roles.** The Respondent's team must have qualified individuals to fill the roles identified in Section F, Part 2 - Respondent Key Personnel of this RFQ.
- b. **Parking Design & Construction Experience.** Respondent must demonstrate experience in project with the following primary elements of the project:
  - (1) Municipal Design-Build contracting
  - (2) Contract amounts in excess of \$40,000,000
  - (3) Parking facility design including subterranean design
  - (4) Multi-level subterranean parking facility and related excavation
- c. **Plaza Design & Construction Experience.** Respondent must demonstrate experience in project with the following primary elements of the project:
  - (1) Subterranean parking structures with landscape above
  - (2) Hardscape/Softscape design that promotes urban park uses
  - (3) Planning/programming of urban park uses
  - (4) Proper handling and storage of art
  - (5) Implementation of 1% for Art and/or related public art programs
- d. **Project Management Plan - Unique Experience.** Respondent must demonstrate experience in project with the following primary elements of the project:
  - (1) Experience in tight urban environment
  - (2) Experience in shoring design and retainage strategies
  - (3) Site logistics;
  - (4) Disruption coordination with user groups similar to Visit KC and Conventions.
  - (5) Investigation and documentation of existing site utilities
- e. **Bonding Capacity.** In the Response Appendices, Respondent shall provide a notarized letter(s) from its surety (or sureties) verifying the Respondent has a minimum aggregate bonding capacity of \$100 million with a minimum of \$60,000,000 available for this Project for performance and payment bonds. The Respondent's surety (or sureties) must have a rating of A- or better in the latest revision of the A.M. Best Company's Insurance Report, must be authorized by law to do business in the State of Missouri, and must be listed in the U.S. Department of Treasury Circular 570. The Respondent should note that the City intends for the Respondent's performance bond to remain in place through Project completion.
- f. **Quality Services Assurance Act.** Comply with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances.
- g. **Insurance.** The selected Respondent will be required to maintain for the duration of the Contract for Design-Build Services and provide certifications of insurance coverage(s). In the Response Appendices, Respondents are required to provide a notarized declaration from their insurance carrier(s) that their firm is able to obtain insurance coverage in the following limits:

General Liability	\$4,000,000 (Aggregate)/\$2,000,000 (per occurrence)
Umbrella or Excess Liability	\$50,000,000 (in excess to Workers Compensation, General Liability, Auto Liability)
Builder's Risk or Property Insurance	Up to the Full Replacement Cost, estimated to be \$50 million to \$80 million
Contractor's Pollution Liability Insurance	\$5,000,000
Workers' Compensation Employer's Liability Insurance	\$1,000,000
Automobile Liability	\$1,000,000
Professional Liability	\$3,000,000
Additional Insured	The City and the Owner's Representative shall be named as an additional insured as appropriate and shall be entitled to the fullest coverage permitted by law.

All firms which are first tier subconsultants that perform consultative and/or design services to the Design-Builder shall provide evidence of professional liability insurance. The required insurance must be obtained and maintained from insurance companies that have an A.M. Best Rating of no less than A:VII, unless otherwise acceptable to the City, and are duly licensed or authorized. The City and the Owner's Representative shall be named as an additional insured as appropriate and shall be entitled to the fullest coverage permitted by law.

- h. Licensing and Registration.** The Respondent must demonstrate that by the time of contract award the following State of Missouri licenses will be possessed and properly registered with the State of Missouri, whether by entities or by individuals, as appropriate:
- (1) Construction license(s)
  - (2) Engineering license(s)
  - (3) Architectural license(s)

Further, Construction licenses may not have been suspended or revoked in the last five (5) years; and Engineering and Architectural license(s) may not have been suspended or revoked in the last seven (7) years.

## Section F - Response Requirements

**48. Change in Response.** The Respondent must notify the City of any changes subsequent to submission of their Response during the procurement process for the Project and before the execution of any Contract for Design-Build Services.

**49. Response Format.** The Response must not exceed fifty (50) total narrative pages in 12-point font (most or all 8½ x 11 inch with 1-inch or greater margins). Each page will count as one page if printed only on one side, and two pages if printed on front and back. Page count excludes the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, and appendices. A maximum of five (5) of the total pages may be 11 x 17-inch z-fold format. The Response shall be typed or printed double-sided to the extent possible and shall have continuously numbered pages. Each Response section shall have a title page that has a page tab and that is also labeled with the section title. Any supplemental information or documents (i.e., not required by this RFQ) that are included in the Response should be marked as an attachment and clearly identified in the Table of Contents.

**50. Response General Content.** The content requirements set forth in this RFQ represent the minimum content requirements for the Response. It is the Respondent's responsibility to include information in its Response to present all relevant qualifications and other materials. The Response, however, should not contain standard marketing or other general materials. It is the Respondent's responsibility to modify such materials so that only directly relevant information is included in the Response. As part of the Response, the City is only interested in receiving information regarding primary members of the design-build companies and their representatives. Please identify if any of these firms qualify as Disadvantaged, Minority or Women Owned Businesses.

- a. Construction Firm
- b. Architectural Firm
- c. Engineering Firms
- d. Civil Engineering Firm
- e. Parking Design Firm
- f. Landscape Design Firms
- g. Advisory Artist Firm

**51. RFQ Response Organization.** Each Design-Build Respondent response must include the following information in the order listed:

- a. Transmittal Letter
- b. Part 1 – Respondent Company Profile
- c. Part 2 – Respondent Key Personnel
- d. Part 3 – Parking Structure, Plaza Floor/Parking Roof Experience
- e. Part 4 – Plaza/Perimeter Experience
- f. Part 5 – Safety Record
- g. Part 6 – Project Innovation
- h. Part 7 – Information Related to Termination for Default, Criminal Convictions, and Debarment
- i. Appendix A – Resumes
- j. Appendix B – Safety Record Documentation
- k. Appendix C – Forms for Affirmation and Compliance
  - (1) Copies of Construction, Architectural and Engineering Licenses and/or a letter of commitment to retain such licenses and a declaration that the Construction licenses have been suspended or revoked in the last five (5) years and that the Engineering and Architectural licenses have been suspended or revoked in the last seven (7) years.
  - (2) Joint Venture Agreement (if applicable)
  - (3) Bonding Capacity - Provide a letter from the Design/Build Team's surety to verify the availability of a Design/Build bond of up to the previously referenced budget for this Project. The surety must be authorized by law to do business in Missouri and must have an A.M. Best Company Rating of A minus or better.
  - (4) Declaration of Insurance (notarized letter confirming Design-Builder can meet required limits)
  - (5) DB 00210.01 Design-Build Background Information Form
  - (6) Form 00515.01 Employee Eligibility Verification Affidavit

**52. Transmittal Letter.** Respondent will submit a transmittal letter on the Respondent's letterhead. The letter must be signed by the Respondent Principal, the authorized representative of the Respondent listed on Form 00515.01, who is empowered to sign such material and to commit the Respondent to the obligations contained in the Response. If Respondent is a corporation or a limited liability company (LLC), an authorized officer shall sign his/her name and indicate his/her title beneath the full corporate name. If Respondent is a joint venture, an authorized representative for each member of the joint venture shall sign the letter, and specifically state that, if the joint venture is selected as the Respondent, each member will be jointly and severally liable to the City for the obligations arising out of the contracts between the joint venture and the City.

The transmittal letter must include:

- a. The name of the Respondent's authorized representative(s), address(es), phone number(s), and e-mail address(es).
- b. The names of the proposed Respondents lead for the construction company, architectural and engineering design firm(s).

- c. The identity of the individual(s) who will be the signatory(ies) to the contract(s) with the City, if awarded to Respondent, including title(s), address(es), phone number(s), and email address(es).
- d. Acknowledge the receipt of any RFQ Addenda.
- e. A statement that all representations made by Respondent in its Response are true and accurate and that the Response contains no misrepresentation or concealment of any material fact.

The transmittal letter shall be limited to two (2) 8½ x 11-inch pages. The transmittal letter may include other information deemed relevant by the Respondent. A Response that does not include a transmittal letter will be considered non-responsive.

**53. Part 1 – Respondent Profile.** At a minimum, the following information must be submitted, otherwise the Response will be deemed non-responsive:

- a. **General.** Provide general information about the Respondents construction company, architectural and engineering design firm(s), such as lines of business and service offerings, locations of offices, number of employees (professional and non-professional), and years in business. Identify which members of the Design-Builder team will function as the lead during all phases of the design and construction administration of the Project. Identify key subconsultants and or subcontractors and the certified MBE and WBE firms which may provide services on the Project.
- b. **Legal Structure.** Identify whether the Respondent is organized as a corporation, LLC, or joint venture and which entity will obtain the performance and payment bonds that will be used; and provide a copy of joint venture agreement that was filed with the State of Missouri in the Response Appendices. **If Respondent is a joint venture, all information required of a single entity must be submitted by each member of the joint venture.**
- c. **Project Team Organization.** Provide an organizational chart showing Respondent's proposed organizational and management structure that clearly identifies which Respondent's Design-Builders Team members and their major functional responsibility. Include key personnel for design consultants such as architectural, parking, structural, MEP/FP engineering, plaza planning, landscape (hard/soft), public art advisor. Include key construction personnel responsible for estimating, logistics, scheduling, office management, field supervision quality control and safety. For all design and construction team members, please identify if any of those firms are MBE/WBE firms.

**54. Part 2 – Respondent Key Personnel.** Identify the proposed Key Personnel. It is the responsibility of the Respondent to ensure the Project Team includes all necessary members to complete construction and design of the Project. Key Personnel at a minimum should include:

- a. **Design/Builder**
  - (1) **Principal in Charge – Construction.** Shall be a firm Principal in charge of managing the Contract for Design-Build Services and shall oversee all construction activities for the Project.
  - (2) **Principal in Charge - Design.** Shall be a firm Principal who will oversee all facets of the design of the Project.
- b. **Construction**

- (1) **Project Manager.** Shall be onsite full time and shall have primary day-to-day administration of the construction related activity including design progress documentation.
- (2) **Cost Estimator.** Shall have the primary responsibility of providing current budget information to the City as well as internal Design-Build Team members.
- (3) **Site Logistics Manager.** Shall coordinate field logistics with the City staff including public works, conventions and other critical parties. Shall cooperate with other contractors building in the region.
- (4) **General Superintendent.** Shall be onsite full time and will be primary responsible for proactively managing all field operations including all superintendents and first tier subcontractors.
- (5) **QA/QC Manager.** Shall oversee the Project as it relates to quality of documents prepared by the design team and actively ensure compliance with the same.
- (6) **Safety Officer.** Shall implement safety controls, communication, training and other responsibilities to ensure that there are no lost days due to accidents.

**c. Architecture**

- (1) **Project Designer - Garage.** Shall be responsible for the functional and operational design of the garage.
- (2) **Project Designer - Plaza.** Shall be responsible for the functional and operational design of the plaza. Shall coordinate with the City regarding functional use of the Plaza and will include event coordinators, plaza operators and City art staff/consultants.
- (3) **Project Designer - Landscape (Hard/Soft).** Shall be responsible for designing compatible and sustainable landscape solutions that promote functional use and enjoyment of the plaza and surrounding perimeter.
- (4) **Project Architect.** Shall be responsible for overseeing the production of a complete set of construction drawings including all specifications and construction drawings.
- (5) **ADA and Code Compliance Lead.** Shall be responsible for maintaining compliance with all ADA and Building Code requirements.
- (6) **Sustainability Leader.** Shall be responsible for reviewing materials, means and methods to maximize the sustainable construction and future operations of the Project.
- (7) **Advisory Artist.** Shall be the representative on the Design-Builder Team that provides the professional expertise for the integration of art into the design and construction of the project. The Advisory Artist will be involved in all phases of the project to ensure the work of public art is achieved within budget and on schedule and that it meets the aesthetic goals of the parties involved. The Advisory Artist will work with the architect and contractor to create opportunities for unique, site-specific public art and architectural elements for the Project. The Advisory Artist will be involved with the process for the selection of artist(s) for the City's 1% for Art Program relating to the Project. The qualifications and expertise of the Advisory Artist should include:
  - (a). Ability to work collaboratively as a design team member
  - (b). Knowledge of a wide variety of materials, fabrication processes and installation methods
  - (c). Experience and technical competence in projects of similar size and scope

- (d). Demonstrated creative, innovative and effective approaches in comparable projects
- (e). Demonstrated familiarity with managing a variety of personalities, skills, interests and city regulations
- (f). Understanding of municipal art approval processes
- (g). Experience in the integration of both art and architectural elements within design and budget parameters
- (h). Project work inside the built environment working successfully with design-build delivery models
- (i). References from project consultants, city administrators, stakeholders, etc. with whom the Advisory Artist has worked in the past

**d. Engineering**

- (1) **Civil Engineer - Onsite.** Shall be responsible for civil engineering of all onsite matters including, but not limited to site soils, retaining wall design, etc.
- (2) **Civil Engineer - Perimeter.** Shall be responsible for coordination and integration of perimeter design related to streetscape, street design, street paving lighting, signage, signalization, etc.
- (3) **Structural Engineer.** Shall be responsible for parking structure and plaza structure design.
- (4) **Mechanical, Electrical, Plumbing and Fire Protection Engineer.** Shall be responsible for all related engineering including but not limited to ventilation, exhaust, lighting, electrical service, building management systems, storm drainage and fire suppression.
- (5) **IT and Low Voltage Systems Engineer.** Shall be responsible for integration of such systems including, but not limited to wireless networks, security, audio systems, etc.

The above list is by no means meant to express the extent of the required Design-Builder's Team and should not be considered absolute. For all Key Personnel, include name, firm affiliation, e-mail addresses, accreditation, licensure, intended utilization rate on this project, primary office location, and phone numbers of all such Key Personnel. The City expects Key Personnel named in this Response to remain on the Project Team for the duration of the Project and at the City's sole and absolute discretion, may not be removed or substituted without the City's prior written consent.

Provide resumes for all Key Personnel in the Response Appendices. Resumes must be limited to one (1), single-sided 8½ x 11-inch pages per Key Personnel and half a page for other team members. Provide the following background information for each Key Personnel:

- a. Total years of experience in the design and/or construction of similar such projects (i.e.; subterranean garage, urban environment, public plaza)
- b. Years of employment with their current employer.
- c. Relevant academic and professional qualifications.
- d. Experience as it relates to the Project (including reference projects and the individual's role in referenced project) and to the individual's specific role on the Project.
- e. Experience working with the City of Kansas City, Missouri, as well as within the greater Kansas City area.

- f. Identify any other projects Key Personnel will be involved with concurrently with the Project and state the estimated time commitment for the Project and other projects listed.

**55. Part 3 – Plaza/Perimeter Design-Builder Team Experience.** The City is interested in reviewing the past performance and experience of the members of the primary construction, architectural and engineering companies related to the Plaza and Perimeter portions of the Project, including their individual and collective past performance and experience. Provide information about your firm's experience on similar projects, and your overall qualifications to carry out Plaza and Perimeter design in a major metropolitan urban area similar to the Barney Allis site. The firms shall provide evidence of common experience between the key member firms and individuals on previous projects of similar scope and complexity. A maximum of a total of ten (10) representative projects may be provided. Projects should be recent and completed in the last ten (10) years. At least one (1) project must have been completed in the last five (5) years.

Each project description shall contain at least the following information:

- a. Name of Owner.
- b. Owner reference and contact information.
- c. Role of Project Team Member(s).
- d. Construction delivery method
- e. Original construction cost and actual construction cost
- f. Original completion date of project and actual completion date.
- g. Description of the project showing relevance to this Project.
- h. Firms and Key Personnel who participated in the project and are included in this Response, along with a clear description of the project roles and responsibilities of each. Indicate if the Firms and Key Personnel will have the same role and responsibility on this project.

In addition, provide a summary table that cross-references common project experience between members of Key Personnel. Respondent should emphasize reference projects in which Key Personnel participated in completion of the project.

The City reserves the right to contact references listed or implied and obtain information on representative projects to confirm the information provided by Respondent. The evaluation of Respondent for this section may be negatively impacted by the inability to contact and verify references.

**56. Part 4 – Parking Structure, Plaza Floor/ Parking Roof Design-Builder Team Experience.** The City is interested in reviewing the past performance and experience of the members of the construction, design and engineering firms related to the Parking and Parking Roof structure portion of the Project, including their individual and collective past performance and experience. Provide information about your firm's experience on similar projects, and your overall qualifications to carry out Parking design in a major metropolitan area similar to the Barney Allis site. The firms shall provide evidence of common experience between the key member firms and individuals on previous projects of similar scope and complexity. A maximum of a total of ten (10) representative projects may be provided. Projects should be recent and completed in the last ten (10) years. At least one (1) project must have been completed in the last five (5) years.

Each project description shall contain at least the following information:

- a. Name of Owner.
- b. Owner reference and contact information.
- c. Role of Project Team Member(s).
- d. Construction delivery method
- e. Original construction cost and actual construction cost
- f. Original completion date of project and actual completion date.
- g. Description of the project showing relevance to this Project.
- h. Firms and Key Personnel who participated in the project and are included in this Response, along with a clear description of the project roles and responsibilities of each. Indicate if the Firms and Key Personnel will have the same role and responsibility on this project.

In addition, provide a summary table that cross-references common project experience between members of Key Personnel. Respondent should emphasize reference projects in which Key Personnel participated in completion of the project.

The City reserves the right to contact references listed or implied and obtain information on representative projects to confirm the information provided by Respondent. The evaluation of Respondent for this section may be negatively impacted by the inability to contact and verify references.

**57. Part 5 – Safety Record.** The Response must provide information concerning the Respondent’s safety record, including safety statistics or records indicating categories of accidents and their incidence or frequency rates for the past five (5) years. Include any major incidents and any OSHA or equivalent citations issued. Respondent may add commentary. **Provide written evidence documentation in the Response Appendices.** The following safety records must be provided for the Lead Contractor for the current and past five (5) years:

- a. The experience modification rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau (the EMR is also referred to as the experience modification rating, experience modification factor, experience modifier or X-mod). The EMR is calculated by comparing a company’s actual workers compensation loss data against average loss data for other employers in the same state who share the same industry classification code. The Respondent must submit written evidence from an insurance underwriter having a financial rating from A.M. Best & Co. rating of at least A:VII confirming the Respondent’s current EMR.
- b. The completed Occupational Safety and Health Administration (OSHA) Form 300A, Summary of Work-Related Injuries and Illnesses, or equivalent.

**58. Part 6 – Project Innovation.**

Choosing from any of the projects listed above, list a maximum of five (5) examples of where members of your Design-Builder Team implemented technically unique or innovative design/construction strategies to complete the project. These strategies may include an expedited schedule, cost savings, design/engineering features or any other item your firm felt provided specific and measurable benefit to the client. Explain how this approach could be applied to this project.

**59. Part 7 – Termination for Default, Criminal Convictions, and/or Debarment.** Respondent shall submit the following information with respect to the Respondent, Lead Contractor and Lead Designer:

- a. Identification of any contract that has been terminated for default within the last five (5) years.
- b. Identification of any criminal conviction, and any violation of any federal, state, or local statute or regulation, or of any court order addressing or governing antitrust, public contracting, employment discrimination, false claims, or prevailing wages within the last five (5) years.
- c. Identification of any debarment, or any consideration for debarment, on public contracts by the federal, state, or local government, or by any agency of such government within the last five (5) years.
- d. Present the Respondent's position on the matter.

If any of the above questions are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Respondent's responsibility to: (1) describe in detail the unfavorable factor or event; and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Respondent's ability to perform its contractual commitments. **Include these responses, as well as the completed DB 00210.01 Design-Build Background Information Form (provided in Attachment C, Forms to be Submitted with Response) in the Response Appendices.**

## Section G - Response Evaluation and Selection

**60. General Evaluation Procedure.** The submission of a Response shall constitute acknowledgement of acceptance of all terms and conditions set forth in this RFQ unless otherwise expressly stated herein. All Responses must be submitted in writing and must include all required documents including forms, appendices, and other information requested in this RFQ.

After this RFQ Due Date, the City will privately open and evaluate each Response. Responses will be made available to City staff and the Owner's Representative for review. The City may interview none, one, some or all of the Respondents. Interviews will be held on the date identified in paragraph 37(a) of this RFQ. The Respondents will be individually notified by email if they have been selected for an interview as well as their timeslot and the location. Further information as to the format of the interview will be provided at the time of notification.

**61. Responsiveness Requirements.** Each Response will be reviewed to determine whether it is responsive to the RFQ. Respondent must comply with all terms and conditions of this RFQ, including, without limitation, the requirement to provide all documentation requested in this Response. Failure to comply with the requirements of this RFQ may result in a Response being rejected as nonresponsive. At its sole discretion, however, the City may waive any such failure to meet a requirement of this RFQ and may request clarification or additional information to remedy a failure.

**62. Minimum Qualifications.** Each Respondent is expected to meet the minimum qualifications as listed in Section E - Respondent Minimum Qualifications. Any Respondent that does not meet all the minimum qualifications may be rejected and its Response may not be scored.

**63. Termination for Default, Criminal Convictions, and/or Debarment.** The City will evaluate the facts regarding any termination for default, criminal convictions, and/or debarment and may, at its sole discretion, reject and not score the Response if the facts discovered indicate that completion of a contract for the Project may be jeopardized by selection of such Respondent.

**64. Misrepresentation or Omission.** Any Response that is not factual, contains misrepresentations, or conceals any material fact may, at the City's sole discretion, be rejected and not scored.

**65. Evaluation Criteria.** The City will evaluate and score Response qualifications only and based on the points system described below, with no reference to proposed designs or costs. The City's evaluation of Response will assess the Respondent's experience and capability to perform the services as described. Possible evaluation criteria may include, but not be limited to:

- a. **Key Personnel** – Demonstrated qualifications and experience that Respondent's Key Personnel can fulfill their roles and responsibilities and will enable Respondent to successfully complete the design, construction, testing and operational turnover of the Project. Evaluation of Key Personnel will consider other things, his/her experience working in similar roles to those proposed on this Project. This evaluation will include their experience based on projects of similar complexity, challenges, and functionality as this Project. Design-builders may be evaluated based on proposed MBE/WBE subcontractors and any proposed scopes of work.

- b. **Plaza/Perimeter Experience** – Demonstrated experience that the Respondent’s Design-Builder Team, including construction, architectural and engineering members have completed urban plaza or park projects of similar size and complexity. This evaluation will include the urban infill nature of the plaza/park and redevelopment of the streetscape (hard/soft landscaping, existing utility infrastructure, etc.).
- c. **Parking Garage Experience** – Demonstrated experience that the Respondent’s Design-Builder Team, including construction, architectural and engineering members have completed Parking Garage projects of similar size and complexity. This evaluation will include size of the parking garage, complexity of garage (i.e. challenging location, subterranean, integrated operational technology, sustainability measures, etc.).
- d. **Safety Record** – Demonstrated capability to deliver the Project safely. Respondents will be evaluated based on the past safety performance of the construction firm.
- e. **Project Innovation** – Demonstrated experience that Respondent has delivered a plaza and parking projects using innovative methods such as; fast-track delivery methods, technology related to on-going operations, construction methods which reduce long-term maintenance, etc.

**66. Scoring.** The City will use the categories below on a weighted scale to score each Response:

- |                               |   |
|-------------------------------|---|
| a. Key Personnel              | 20 points - A score of 10 or more is required |
| b. Plaza/Perimeter Experience | 30 points - A score of 20 or more is required |
| c. Parking Garage Experience  | 30 points - A score of 20 or more is required |
| d. Safety Record              | 10 points - A score of 5 or more is required  |
| e. Project Innovation         | 10 points - A score of 5 or more is required  |

Total Possible Score = 100 points

Failure to meet the minimum category score indicated may cause the Response, at the sole discretion of the City, to be rejected.

**Attachment A – Project Location**



**HRD INSTRUCTIONS  
FOR REQUESTS FOR QUALIFICATIONS/PROPOSALS**

**PART A. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS**

**I. City's MBE/WBE Program.**

- A. The City has adopted a Minority/Women Business Enterprise ("MBE/WBE") Program (Sections 4-421 through 3-469, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in City contracts and change orders of firms owned and controlled by minorities and women. Each construction project may have an MBE and/or WBE goal for participation. An MBE or WBE goal is a numerical objective the City has set for the contract. Goals are stated as a percentage of contract dollars. For example, if an MBE goal for a contract is 10% and a Proposer submits a proposal of \$100,000, the goal for MBE participation would equal \$10,000. The specific MBE/WBE goals on this project are set forth elsewhere in the proposal specifications.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the City's MBE/WBE Program by making good faith efforts to include certified MBE/WBEs in the project work to the extent of the goals listed for the project and to the fullest extent consistent with submitting the best proposal to the City. Proposer agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Proposer in fact meet or exceed both the MBE and WBE Goals, it is a requirement for approval of the proposal that a Proposer objectively demonstrate to the City that good faith efforts have been made to meet the Goals.
- C. The following HRD Forms are attached and must be used for MBE/WBE submittals:
1. Affidavit of Intended Utilization (HRD Form 13); and
  2. Contractor Utilization Plan/Request for Waiver (HRD Form 8A); and
  3. Letter of Intent to Subcontract (HRD Form 00450.01); and
  4. Timetable for MBE/WBE Utilization (HRD Form 10); and
  5. Request for Modification or Substitution (HRD Form 11); and
  6. Contractor Affidavit for Final Payment (Form 01290.14); and
  7. Subcontractor Affidavit for Final Payment (Form 01290.15).

Warning: The City only gives MBE/WBE credit for a Proposer's use of City certified MBE/WBEs. A certified MBE/WBE firm is a firm that has been certified by the City's Human Relations Department as such. An MBE/WBE firm must be certified before the date on which the contractor utilization plan is due. Certified MBEs and WBEs are listed in the M/W/DBE Kansas City Mo. Online Directory, which is available on the City's website at [www.kcmo.org](http://www.kcmo.org). Before a Proposer submits a proposal, Proposer should contact HRD and consult the directory to make sure any firm proposed for use for MBE/WBE participation has been certified.

## **II. Required Submissions with Proposal.**

A. Proposer must submit the following document with its proposal:

1. **Affidavit of Intended Utilization (HRD Form 13).** This form states a Proposer's intent to use certified MBE/WBEs in the performance of the contract.

## **III. Required Submissions Prior to Contract Award.**

A. Proposer must submit the following documents prior to contract award.

1. **Contractor Utilization Plan/Request for Waiver (HRD Form 8).** This form states a Proposer's plan to use specific certified MBE/WBEs in the performance of the contract and includes the following:
  - a. The work to be performed by each MBE/WBE and the amounts each is to be paid for the work; and
  - b. The name, address, race or ethnic origin, gender and employer identification number or social security number of each MBE/WBE that will perform the work.
  - c. An automatic request for waiver in the event Proposer has not met or exceeded the MBE and/or WBE goals for the contract but believes that it has made good faith efforts to meet or exceed the goals and desires a waiver of the goals. If a waiver is requested, HRD will examine the Proposer's documentation of good faith efforts and make a recommendation to grant or deny the waiver. HRD will recommend a waiver be granted only if the Proposer has made good faith efforts to obtain MBE/WBE participation.
2. **Letter(s) of Intent to Subcontract (HRD Form 00450.01).** A letter must be provided from each MBE/WBE listed on the Contractor Utilization Plan. These letters verify that the MBE/WBE has agreed to execute a formal agreement for the work and indicate the scope of work to be performed and the price agreed upon for the work.

## **IV. Additional Required Submissions when Requested by City.**

A. Proposer must submit the following documents when requested by City:

1. **Timetable for MBE/WBE Utilization (HRD Form 10).**
2. **Documentation of good faith efforts.**

## **V. Required Monthly Submissions during term of Contract.**

A. Proposers must submit the following document on a monthly basis if awarded the contract:

1. **M/WBE Monthly Utilization Report (HRD Form 00485.01).** This report must be submitted to the Director by the 15<sup>th</sup> of each month. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

## **VI. Required Submittals for Final Contract Payment.**

- A. Proposer must submit the following documents with its request for final payment under the contract:
  - 1. **Contractor Affidavit for Final Payment (Form 01290.14)**
  - 2. **Subcontractor Affidavit(s) for Final Payment (Form 01290.15)**

**VII. Additional Submittals.**

- A. Proposer may be required to make additional submittals during the term of the Contract, including **Request for Modification or Substitution (HRD Form 11)**. Refer to Section X, Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE, for additional instructions on when this form must be submitted.

**VIII. MBE/WBE Participation Credit.**

- A. The following shall be credited towards achieving the goals:
  - 1. The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a certified MBE or WBE, except as otherwise expressly provided for herein.
  - 2. The total contract dollar amount that a prime contractor that is a certified MBE or WBE performed itself.
  - 3. Sixty percent (60%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a certified MBE or WBE.
  - 4. Ten percent (10%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supply broker who is a certified MBE or WBE.
  - 5. One hundred percent (100%) of the total dollar amount paid or to be paid by a prime contractor to a manufacturer of construction supplies who is a certified MBE or WBE.
  - 6. Subcontractor participation with a lower tier MBE/WBE subcontractor using one of the above methods of participation.
- B. **NO CREDIT**, however, will be given for the following:
  - 1. Participation in a contract by a MBE or WBE that does not perform a commercially useful function as defined by the Program; and
  - 2. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE; and
  - 3. Materials and supplies used on the contract unless the MBE/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
  - 4. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

**IX. Methods for Securing Participation of MBE/WBEs and Good Faith Efforts.**

- A. A Proposer is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Proposer submits a Contractor Utilization Plan/Request for Waiver (HRD Form 8). However, efforts made to increase participation of MBEs and WBEs following submission of the CUP can be considered as evidence of good faith efforts to meet the goals.
- B. In evaluating good faith efforts, the Director of HRD will consider whether the Proposer has performed the following, along with any other relevant factors:
1. 1. Advertised for at least 15 calendar days prior to the bid or proposal due date opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations which are included in a list along with their current contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by HRD no less than every three (3) months.
  2. Sent written notices at least fifteen (15) calendar days prior to the bid or proposal due date containing the information required in section (9) below, by certified mail, e-mail, or facsimile, to at least 80% of MBEs and WBEs which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by HRD no less than every three (3) months.
  3. Sent written notices, containing the information required by section (9) below, by certified mail, e-mail or facsimile, to at least 80% of MBEs and WBEs listed on the directory certified in the applicable scopes of work for the particular bid soliciting their participation in the contract at least 15 calendar days prior to the bid or proposal due date.
  4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available MBEs/WBEs appearing on the HRD directory.
  5. At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
  6. Conferred with certified MBEs and WBEs which inquired about or responded to the bid solicitation and explained to such MBEs and WBEs the scope and requirements of the work for which their bids or proposals were solicited, and if not all certified MBEs and WBEs in the particular scopes listed on the directory have inquired about or responded to the bid solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten (10) or 80% of additional certified MBEs and WBEs in the particular scopes of work listed on the directory and offer to confer with

such MBEs and WBEs for such particular scope of work and request such MBEs and WBEs to submit a proposal.

7. Attempted to negotiate in good faith with certified MBEs and WBEs which responded to the bid solicitation or those certified MBEs and WBEs that were conferred with as contemplated in section (6) above, and other qualified MBEs and WBEs, at the option for the bidder, proposer, or contractor, as applicable, to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities by the bidder, proposer, or contractor; in the event an MBE or WBE is the low bid, but rejected as unqualified, the bidder, proposer, or contractor and the director or board, as applicable, shall provide sound reasons for rejecting such MBE or WBE.
8. Attended pre-bid meeting when such meetings were indicated in the solicitation of bids or otherwise by the bidder, proposer, or contractor, as applicable or by the director provided the director provides written direction to the bidder, proposer, or contractor at the time the goals are recommended.
9. Written notices and advertisements to be provided pursuant to sections (1), (2) and (3) above shall include the following information:
  - a. The bid due date;
  - b. The name of the project;
  - c. The address or general location of the project;
  - d. The location of plans and specifications for viewing;
  - e. Contact information of the prime contractor;
  - f. A general description of the scopes of work that are the subject of the solicitation;
  - g. The goals established for the applicable contract, and if the goals are still subject to board approval, then a statement that the goals as stated are preliminary and are subject to board approval;
  - h. If the project or any portion of the project is subject to prevailing wage then a statement that all or a portion of the project will be subject to the prevailing wage, as applicable; and if only a portion of the scopes are subject to prevailing wage, then identification of such scopes provided that such scopes are known as of the time of bid solicitation;
  - i. The date and time of any pre-bid meeting(s), if any, which have been scheduled by the bidder, proposer, or contractor as of the bid solicitation; and
  - j. Any other information deemed relevant by the bidder, proposer, or contractor, as applicable, or the director to the extent the director provides written direction to the bidder, proposer, or contractor of such additional

information at the time the goals are recommended by the director.

- C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when this documentation must be submitted.

**X. Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE.**

- A. A Proposer may need to substitute an MBE and/or WBE or request that the amount of MBE/WBE participation listed in its Contractor Utilization Plan be modified. Proposer must file a **Request for Modification or Substitution (HRD Form 11)** prior to actual substitution and within a reasonable time after learning that a modification or substitution is necessary. The Director may approve substitutions or modifications and upon approval, the modifications and substitutions will become an amendment to the Contractor Utilization Plan. Modifications or substitutions may be approved when:

1. The Director finds that the Proposer made and provided evidence of good faith efforts to substitute the MBE/WBE listed on the Contractor Utilization Plan with other certified MBE/WBEs for the scope of work or any other scope of work in the contract; and
2. The Proposer or Contractor has not attempted intentionally to evade the requirements of the program and it is in the best interests of the City to allow a modification or substitution; and
3. The Director also finds one of the following:
  - a. The listed MBE/WBE is non-responsive or cannot perform; or
  - b. The listed MBE/WBE has increased its previously quoted price to the bidder, proposer or contractor without a corresponding change in the scope of the work; or
  - c. The listed MBE/WBE has committed a material default or breach of its contract with the contractor; or
  - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
  - e. The listed MBE/WBE is unacceptable to the contracting department; or
  - f. The listed MBE/WBE thereafter had its certification revoked; or

- B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director.

**XI. Appeals.**

- A. In conformance with the Act, appeals may be made to the City Fairness in Construction Board or Fairness in Professional Services and Goods Board on the following:
  1. The grant or denial of a Request for Waiver;

2. Substitution for an MBE/WBE listed on a Contractor Utilization Plan;
  3. Modification of the percentage of MBE/WBE participation on a Contractor Utilization Plan;
  4. Liquidated Damages;
  5. The amount of MBE/WBE credit the Contractor may receive for MBE/WBE participation identified in the contractor utilization plan.
- B. Any appeal must be filed in writing with the Director within fifteen (15) calendar days of notice of the determination. Mailing, faxing, personal delivery or posting at HRD of determinations shall constitute notice. The appeal shall state with specificity why the Proposer or Contractor believes the determination is incorrect
- C. Failure to file a timely appeal shall constitute a waiver of a Proposer's or Contractor's right to appeal such determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

## **XII. Access to Documents and Records.**

- A. By submitting a proposal, each Proposer agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Proposer as may be necessary to ascertain compliance with the requirements of this document and the Act, within ten (10) calendar days of the date of the written request.
- B. All Proposers agree to cooperate with the contracting department and HRD in studies and surveys regarding the MBE/WBE program.

## **XIII. Miscellaneous.**

- A. A Proposer or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- C. Oral representations are not binding on the City.
- D. The City Council may waive the requirements of this document and the Program and award the contract to the best proposer if the City Council determines a waiver is in the best interests of the City.

## **XIV. Liquidated Damages – MBE/WBE Program.**

- A. If Contractor fails to achieve the MBE/WBE goals stated in its Contractor Utilization Plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, the monetary difference between either (1) the amount of the MBE/WBE goals set forth in the Contractor Utilization Plan, as amended, or (2) the goals established (whichever is lower) and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director, unless the Director

determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met.

*[Specifier: The remainder of this document is applicable ONLY IF the RFQ/P is for a construction project that the City estimates will require more than 800 construction labor hours and cost in excess of \$324,000.00 to construct. If this is not applicable to your RFQ/P, delete the remainder of this document. Be sure to delete this note before printing]*

## **PART B. CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS**

(THIS PART IS APPLICABLE TO CITY CONSTRUCTION CONTRACTS ESTIMATED BY THE CITY PRIOR TO SOLICITATION AS REQUIRING MORE THAN 800 CONSTRUCTION LABOR HOURS AND COSTING IN EXCESS OF \$324,000.00.)

### **I. City's Construction Employment Program.**

- A. The City has adopted a Construction Employment Program (Sections 3-501 through 3-525, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible utilization of minority and women workers in the construction industry. A person or firm who is awarded a contract to construct, reconstruct, improve, enlarge or alter any fixed work that is estimated by the City prior to solicitation as requiring more than 800 construction labor hours, has an estimated costs that exceeds \$324,000.00, and involves the expenditure of public funds, is subject to company-wide construction employment goals. The minimum goals are currently set at 10% for minorities and 2% for women, but public recognition may be provided if the Proposer achieves at least twice the minimum participation. The successful Proposer may meet these company-wide goals by counting the Proposer's utilization of minorities and women throughout the Kansas City metropolitan statistical area.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the City's Construction Employment Program by making good faith efforts to utilize minority and women workers on the Proposer's job sites to the fullest extent consistent with submitting the best proposal to the City. Proposer agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Proposer in fact meet or exceed the construction employment goals to receive approval from HRD, a Proposer not doing so is required to objectively demonstrate to HRD that good faith efforts have been made.
- C. The following HRD Forms are to be used for Construction Employment Program submittals:

1. Project Workforce Monthly Report (HRD Form 00485.02)
2. Company-Wide Workforce Monthly Report (HRD Form 00485.03)

## **II. Required Monthly Submissions during Term of Contract.**

- A. Proposer must submit the following documents on a monthly basis if awarded the contract:
  1. **Project Workforce Monthly Report (HRD Form 00485.02).** This report is contract specific. Two copies of this report must be submitted to the Director by the 15<sup>th</sup> of each month. The first copy will be utilized to report the Proposer's own workforce compliance data with regard to the City's construction contract. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained on the City's construction contract. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.
  2. **Company-Wide Workforce Monthly Report (HRD Form 00485.03).** This report is not contract specific; it is used to report on the utilization of females and minorities, by trade, company-wide. Two copies of this report must be submitted to the Director by the 15<sup>th</sup> of each month. The first copy will be utilized to report the Proposer's own workforce compliance data with regard to every contract (both privately and publicly funded) Proposer has in progress throughout the Kansas City metropolitan statistical area. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained by Proposer on every contract Proposer has in progress throughout the Kansas City metropolitan statistical area. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

## **III. Submittal Required for Final Contract Payment.**

- A. The last Project Workforce Monthly Report(s) and Company-Wide Workforce Monthly Report(s) shall serve as the final reports and must be submitted before final payment will be made and/or retainage released. Proposer shall note the submittal of the final reports by notation in the box entitled "Final Cumulative Report"

## **IV. Methods for Securing Workforce Participation and Good Faith Efforts.**

- A. A Proposer is required to make good faith efforts to achieve the construction employment goals. If a Proposer will be unable to secure enough minority and female participation to meet or exceed the construction employment goals, a Proposer must, within a reasonable time after so learning, request a waiver or modification of the goals by the Director of HRD. The Director will examine the Proposer's request and the Proposer's documentation of good faith efforts and grant or deny a waiver or modification. The Director will grant a waiver or modification only if the Proposer has made good faith efforts to secure minority and female participation.
- B. In evaluating good faith efforts, the Director will consider whether the Proposer has performed the following:

1. For those Proposers that are not signatories to a collective bargaining agreement with organized labor:
  - a. Requested in writing the assistance of the Director with respect to efforts to promote the utilization of minorities and women in the workforce and acted upon the Director's recommendations; and
  - b. Advertised in minority or women trade association newsletters and/or minority or women owned media at least 15 calendar days prior to the utilization of any construction services on the city construction contract and used terminology that sufficiently describes the work available, the pay scale, the application process, and anything else that one might reasonably be expected to be informed of relevant to the position being advertised; and
  - c. Maintained copies of each advertisement and a log identifying the publication and date of publication; and
  - d. Conducted real and substantial recruitment efforts, both oral and written, targeting resident, minority and women community-based organization, schools with a significant minority student population, and training organizations serving the recruitment area; and
  - e. Established and maintained a current list of resident, minority and women recruitment sources, providing written notification to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto; and
  - f. Maintained a current file for the time period of the city construction contract with the name, address, and telephone number of each resident, minority and woman job applicant, the source of the referral, whether or not the person was hired, and in the event that the applicant was not hired, the reason therefore; and
  - g. Promoted the retention of minorities and women in its workforce with the goals of achieving sufficient annual hours for minorities and women to qualify for applicable benefits; and
  - h. Required by written contract that all subcontractors comply with the above efforts.
2. For those Proposers that are signatories to collective bargaining agreements with organized labor:
  - a. Supported the efforts of the Joint Apprenticeship Training Committee (JATC), a joint effort of Labor Unions and contractors, or some other apprenticeship program, whose purpose is to recruit, train and employ new workers for a full time career in the construction industry; and
  - b. Requested in writing from each labor union representing crafts to be employed that:

- i. the labor union make efforts to promote the utilization of residents of the City, minorities and women in the workforce; and
  - ii. the labor union identify any residents of the City, minorities and women in its membership eligible for employment; and
  - iii. the JATC take substantial and real steps to increase the participation of minorities in the union apprenticeship programs in the aggregate to 30% by 2011 and encourage other labor unions to do the same; and
  - iv. the JATC take substantial and real steps to increase the participation of women in the union apprenticeship programs in the aggregate to 5% by 2011 and encourage other labor unions to do the same; and
  - v. the JATC partner with workforce preparedness programs, community based organizations, employment referral programs and school-sponsored programs to accomplish these goals.
- c. Collaborated with labor unions in promoting mentoring programs intended to assist minorities and women in increasing retention with the goals of achieving sufficient annual hours to qualify for applicable benefits; and
  - d. Maintained a current file with the name, address, and telephone number of each resident, minority and women worker identified by the labor union, whether or not the person was hired, and in the event the person was not hired, the reason therefore.
  - e. To the extent the good faith efforts applicable to Proposers that are signatories to collective bargaining agreements with organized labor conflict with the procedures implemented by the Proposer in order to comply with the relevant bargaining agreement, the Proposer shall substitute other procedures as may be approved by the Director in writing.
- C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when this documentation must be submitted.

**\* V. Appeals.**

- A. In conformance with the Program, appeals may be made to the Construction Workforce Board on the following:
  - 1. Determinations by the Director that a contractor did not meet the construction employment goals and did not make a good faith effort to meet the goals;
  - 2. Recommendations by the Director to assess liquidated damages;
  - 3. Recommendation by the Director that a contractor be declared ineligible to receive any city construction contract for a period of time up to one year.
- B. Any appeal must be filed in writing with the Director within ten (10) working days of notice of the recommendation or determination. The appeal shall state with specificity why the

Proposer believes the recommendation or determination is incorrect.

- C. Failure to file a timely appeal shall constitute a waiver of a Proposer's right to appeal such determination or recommendation and such person shall be estopped to deny the validity of any order, determination, recommendation or action of HRD which could have been timely appealed.

#### **VI. Access to Documents and Records.**

- A. By submitting a proposal, each Proposer agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Proposer as may be necessary to ascertain compliance with the requirements of this document and the Program, within ten (10) days of the date of the written request. Each Proposer further agrees to require, if awarded the contract, that every subcontractor permit the City the same access to documents and records.
- B. All Proposers agree to cooperate with the contracting department and HRD in studies and surveys regarding the construction employment program.

#### **VII. Miscellaneous.**

- A. A Proposer shall bear the burden of proof with regard to all issues on appeal.
- B. The successful Proposer may be required to meet with the Director of HRD or the Director's designee for the purpose of discussing the construction employment program, the Proposer's efforts to realize the goals, and any other problems and/or issues affecting the realization of the goals or the program in general.
- C. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- D. Oral representations are not binding on the City.

#### **VIII. Liquidated Damages; Suspension – Workforce Program.**

- A. If a Proposer fails to achieve the construction employment goals without having previously obtained a waiver or modification of those goals, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. These damages are magnified if the failure to abide by the requirements of the Workforce Program is recurring. Therefore, in order to liquidate those damages, City shall be entitled to deduct and withhold the following amounts:

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on one prior occasion within the twenty-four month period immediately preceding the completion of the work under the Contract, the sum of three thousand dollars (\$3,000.00).

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on two or more prior occasions

within the twenty-four month period immediately preceding the completion of the work under the Contract, the sum of seven thousand dollars (\$7,000.00).

- B. In addition, Proposer shall be required to attend mandatory compliance training or be declared ineligible to contract with the City for a term provided herein, and as authorized by City's Code of Ordinances:

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has not previously failed to meet or exceed the goals within the twenty-four month period immediately preceding the completion of the work under the Contract, Proposer shall be required to attend a mandatory training class on Workforce Program compliance.

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on one prior occasion within the twenty-four month period immediately preceding the completion of the work under the Contract, Proposer shall be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period of thirty (30) days. Proposer waives any right to invoke any proceeding or procedure under Sections 3-321 of City's Code of Ordinances with regards to any suspension arising hereunder.

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on two or more prior occasions within the twenty-four month period immediately preceding the completion of the work under the Contract, Proposer shall be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period of six (6) months. Proposer waives any right to invoke any proceeding or procedure under Sections 3-321 of City's Code of Ordinances with regards to any suspension arising hereunder.



4. Bidder/Proposer will identify before contract award, those MBE/WBE subcontractors with dollar amounts and scopes of work which apply to or exceed the MBE/WBE goals for the Project on the ***Contractor Utilization Plan/Request for Waiver (HRD 08)***.
5. Bidder/Proposer agrees that failure to meet or exceed the MBE/WBE Goals for the above project will automatically render this bid/proposal non-responsive if Bidder/Proposer fails to establish good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions.
6. If applicable, Bidder/Proposer assures that it will meet or exceed the minimum employment goals of 10% minority and 2% women during the term of its contract with City, or request a waiver of the goals. **NOTE: This paragraph is applicable ONLY if you are submitting a bid/proposal on a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.00.**
7. I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below as:

\_\_\_\_\_ of \_\_\_\_\_  
 (Title) (Name of Bidder/Proposer)

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
 (Affiant)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public



## DESIGN-BUILD BACKGROUND INFORMATION FORM

Project Number \_\_\_\_\_

Project Title \_\_\_\_\_

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(Proposer shall complete this form and return it as part of the **TECHNICAL APPROACH PART I – EXPERIENCE AND QUALIFICATIONS** submittal)

Each question below shall be answered on behalf of each of the Bidder, the DOR, and the GC by circling the appropriate response. Unless specifically stated otherwise in a question, the terms "you" or "your" refer to each of the Bidder, the DOR, and the GC. If any response is "Yes," provide a detailed explanation (attach additional sheets as necessary) that includes identification of the entity in question (i.e., Bidder, DOR, and/or GC) and all relevant information, including appropriate contact information.

Have any of your licenses and/or certificates of authority, or any of those of the DOR and any other design professional you anticipate involving in the Project, been subject to disciplinary action, in Missouri or in any other State, resulting in suspension, revocation, censure, probation, reprimand, or other discipline; or has such license number or certificate of authority number changed within the past five (5) years?

CIRCLE ONE:      Yes    No

Are you currently for sale or involved in any transaction to become acquired by another business entity?

CIRCLE ONE:      Yes    No

Are you currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If so, please specify date(s), details, circumstances, and prospects for resolution.

CIRCLE ONE:      Yes    No

Have you, your predecessor, successors, or Affiliates ever been found guilty in a criminal action or liable in a civil suit for fraud, any act of dishonesty, making any false claim or material misrepresentation, or violating any federal, state or local statute, law, Code regulation, or order related to design or construction?

CIRCLE ONE:      Yes    No

Are you a subsidiary, parent, holding company, or Affiliate of another company? If so, identify the other company and describe the relationship.

CIRCLE ONE:      Yes    No

Have you ever filed a claim against the City?

CIRCLE ONE:      Yes    No

Answer the following questions No. 7 through 20 with respect to the five (5) years immediately preceding the issue date of this RFQ.

Have you been a debtor in any bankruptcy proceeding?

CIRCLE ONE:      Yes    No

Have you, your predecessors, successors, or Affiliates been debarred, disqualified, declared ineligible, removed from, or otherwise prevented from bidding on, being awarded, or being allowed to perform on a government contract?

CIRCLE ONE:      Yes    No

Have you changed names?

CIRCLE ONE:      Yes    No

Has the U.S. Department of Labor's Occupational Safety and Health Administration or any State's workers' safety and health enforcement department cited and assessed penalties against you?

CIRCLE ONE:      Yes    No

Has there ever been a period when you were required by Missouri law or the law of any other State to maintain workers' compensation insurance but you were without workers' compensation insurance and were not a State-approved self-insurer?

CIRCLE ONE:      Yes    No

Have you (Bidder or GC) been required to pay back wages and/or penalties for your failure (not the failure of a subcontractor) to comply with the federal Davis-Bacon prevailing wage requirements or any State's prevailing wage requirements?

CIRCLE ONE:      Yes    No

Have you, your predecessors, successors, or Affiliates been found in violation of any U.S. or State regulations relating to taxes, employment matters (including wage scales, discrimination claims, collective bargaining matters, etc.), permit or licensing requirements, etc.?

CIRCLE ONE:      Yes    No

Has a citation or notice of violation been issued pursuant to any state or local environmental laws, the U.S. Clean Air Act, Clean Water Act, CERCLA, RCRA, TSCA, or similar environmental protection statute against you on a project, or against the owner of a project on which you were involved?

CIRCLE ONE:      Yes    No

Have you, your predecessors, successors, or Affiliates defaulted on a design or construction contract?

CIRCLE ONE:      Yes    No

Have you been required to pay liquidated damages on a construction project, public or private?

CIRCLE ONE:      Yes    No

Has any surety company made any payments on your behalf, or on behalf of any of your predecessors, successors, or Affiliates, as the result of a default or to satisfy any other claims made against a performance or payment bond, in connection with a public or private construction project?

CIRCLE ONE:      Yes    No

Has any insurance carrier cancelled or refused to renew any of your insurance policies, for any type of insurance?

CIRCLE ONE:      Yes    No

Have you, your predecessors, successors, or Affiliates filed a claim, for payment or otherwise, in a court or arbitration tribunal against the owner of any public or private construction project, or has any owner of any construction project filed a claim against you or any of your predecessors, successors, or Affiliates? Information need not be provided about disputes with another contractor, a subcontractor, or a supplier; about "pass-through" disputes in which the actual dispute was between a subcontractor and the project owner; or about disputes involving amounts less than \$50,000.

CIRCLE ONE:      Yes    No

Provide the following information:

ENTITY	YEARS IN BUSINESS	NUMBER OF EMPLOYEES	2009 GROSS RECEIPTS	2010 GROSS RECEIPTS	2011 GROSS RECEIPTS
Bidder					
DOR					
GC					

21. Provide the following information for all surety companies that have written bonds for Proposer and GC during the past five (5) years:

BIDDER		
Surety Company	Address & Telephone No.	Dates during which bonds were written

GC		
Surety Company	Address & Telephone No.	Dates during which bonds were written

**EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT**

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services. I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program.

I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires: