

**REQUEST FOR QUALIFICATIONS  
FOR  
PROGRESSIVE DESIGN-BUILD SERVICES  
FOR PROJECT NO. 82000379 – CONTRACT NUMBER 470  
DR. JEREMIAH CAMERON PARK and WESTPORT STORMWATER  
IMPROVEMENTS  
WATER SERVICES DEPARTMENT  
CITY OF KANSAS CITY, MISSOURI**

1. **Purpose/Process.** This is a Request for Qualifications (“RFQ”) issued by the City of Kansas City, Missouri (“City” or “Owner”) acting through its Water Services Department (WSD) for Progressive Design-Build Services including design, and construction, for the Dr. Jeremiah Cameron Park and Westport Stormwater Improvements Project (Project).

The City intends to select a design-build team which demonstrates a thorough understanding of the progressive design-build delivery method, including the inherent relationships between the owner and the progressive design-build team; which demonstrates the ability and experience to effectively work in an environment that embraces collaboration, communication and teamwork between all parties to achieve the City’s goals for this project; which demonstrates a thorough and appropriate approach and processes for the management of this type of project and the nature of the expected work; which proposes highly qualified and experienced personnel with proven work experience delivering projects utilizing the progressive design-build delivery method to be assigned to the project; which demonstrates experience having successfully provided services for projects similar in size and purpose to this project; and which demonstrates an approach allowing for the project to be completed in time to meet the City’s schedule. The general scope of services expected of the selected team is further defined in this document. The City may use a multi-step process for the evaluation and selection of the progressive design-build team for this project. The process will include a review of the submitted RFQ, and interviews with the short-listed Progressive Design-Build Teams.

The City will receive and review statements of qualifications in response to this RFQ. Statement of qualifications will be evaluated by an evaluation committee composed of City staff. Members of the evaluation committee will independently review and rate each qualification submittal based on the listed criteria to determine which Design-Build Team best demonstrate themselves as the most qualified and capable of providing the services required of the project. The evaluation committee will develop a short-list of those Design-Build Teams thought to be the most qualified and capable of performing the work required of this project. Qualifications alone will narrow the field of Design-Build team to a short-list. The short-list is anticipated to be the three highest ranked teams; however, the City reserves the right to increase or decrease this number based on the quality of the qualifications submitted. The short-listed Design-Build Teams may be invited to interview with the evaluation committee in order for the Committee to further examine the personnel, qualifications, capabilities, management processes and approach. The final ranking of the short-listed Design-Build Team will determine the preferred Design-Build Team for this project. However, if in the evaluation committee’s opinion there is a clear and obvious choice as to the most qualified Design-Build Team based upon the information submitted in the RFQ, the

committee may select the firm for the services required for this project based upon the Committee's evaluation of the Design-Build Team submittal without conducting interviews.

The Design-Build Team selected for this project will be the one which best demonstrates to the evaluation committee as being the most qualified and capable of providing in a timely manner the services required of the project in a cost effective manner.

2. **Contract.** The City anticipates utilizing the Progressive Design-Build Agreement for Water & Wastewater Projects Institute of America (DBIA) Document No. 545, *Standard form of Agreement Between Owner and Design Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price*, with modifications by the City, and Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder*, with modifications by the City. The contract and general conditions will be provided to the short-listed candidates. Any requested changes to this contract must be submitted in writing to the City at the time of the interview. If no comments are submitted, it is understood the design-build team agrees with all terms in the agreement and general conditions, and the terms in the agreement and general conditions will not be modified after the project is awarded.

The City will enter into an agreement with the selected Design-Builder to begin all programming, planning, and design of the project. Once the project scope, requirements, plans, and specifications have been adequately developed to the satisfaction of the City, the Design-Builder will then be required to submit to the City a Guaranteed Maximum Price (GMP) for the construction of the project. The City will then consider approval of an amendment to the agreement with the Design-Builder to authorize construction of the project.

3. **Definition of Request for Qualifications.** This RFQ is an invitation by the City to interested Design-Builders to submit an RFQ and all other required submissions as specified in this RFQ. Determination of the Shortlisted Design-Builders will be based upon the judgment of the City in eventually selecting a Design-Builder that will be in the best interest of the City. This RFQ is not a request for a competitive bid. The Design-Builder's submittal of an RFQ in response to this RFQ does not create any right in or expectation to a contract with the City.

**Due Date.** Sealed RFQs are due by **September 8th, 2023, at 4:00pm (local time)**. RFQs shall be sent to Leona Walton, Senior Procurement Officer, Procurement Services, General Services Department, 4800 E. 63<sup>rd</sup> Street, Kansas City, MO 64130. Design-Builders should submit ten (10) spiral bound copies of their RFQs, and one (1) electronic version of the RFQ on a USB flash drive (in indexed and searchable PDF format). All RFQs must be submitted in a sealed envelope or box and shall not be opened until after the due date. The RFQ document package shall be plainly labeled with the words "REQUEST FOR QUALIFICATIONS FOR DR. JEREMIAH CAMERON PARK and WESTPORT STORMWATER IMPROVEMENTS PROJECT." The City reserves the right at any time to change or extend the due date and time for any reason.

Each Design-Builder assumes full responsibility for the timely delivery of its RFQ to the required location. Any RFQ received after the submittal deadline will be deemed nonresponsive and returned unopened to the Design-Builder, and that Design-Builder will be eliminated from

consideration. A delivery acknowledgement will be issued upon receipt of the RFQ package and will be provided to the Design-Builder via e-mail by the City's Project Manager.

4. **RFQ Package.** The RFQ package for this Project contains the following:

Section 1: Project Overview

Section 2: Fixed-Price Design-Build Services

Section 3: Procurement Process

Section 4: RFQ Submission Requirements

Section 5: RFQ Evaluation and Selection

Section 6: Conditions for Design-Builder

Attachments:

Attachment A: Definition of Terms

Attachment B: Forms for Affirmation of Compliance (including Civil Rights and Equal Opportunity Department – CREO KC – Documents)

- CREO KC 06 RFQ/P Instructions (Informational Only)
- 00450 CREO KC 08 Contractor Utilization Plan/Request for Waiver (Informational Only)
- 00450.01 CREO KC Letter of Intent to Subcontract (Informational Only)
- 00460 CREO KC 10 Timetable for MBE/WBE Utilization (Informational Only)
- 00470 CREO KC 11 Request for Modification or Substitution (Informational Only)
- CREO KC 13 Affidavit of Intended Utilization (Informational Only)
- Attachment C: Forms to be Submitted with RFQ
- DB 00210.01 Design-Build Background Information Form
- Form 00515.01 Employee Eligibility Verification Affidavit

5. **Pre-RFQ Conference.** A mandatory pre-RFQ conference will be held on **August 21<sup>st</sup>, 2023, at 10:30 a.m.**, at the Water Services Department, Missouri River Auditorium, 4800 East 63<sup>rd</sup> Street, Kansas City, Missouri. Attendance by one member of the Design-Builder (General contractor or each member of a joint venture) at the pre-RFQ conference is **mandatory**.

6. **Questions.** Forward all questions by email to the following Project Manager and Contract Administrator. Questions received less than ten (10) days prior to the Submittal Date may not be answered. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda to all Design-Builders. Oral or other interpretations or clarifications shall be without legal effect, even if made during formal meetings.

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Operations Officer  
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Leona Walton, Senior Procurement Officer  
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4800 E. 63<sup>rd</sup> Street  
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*For persons with disabilities needing reasonable accommodations please contact the City's ADA Specialist at 816-513-6589.*

## **SECTION 1: PROJECT OVERVIEW**

### **1.1 Project Background**

The City seeks qualification proposals from highly qualified design-build teams interested in providing comprehensive programming, planning, design, and construction services for the construction for the Dr. Jeremiah Cameron Park and Westport Stormwater Improvements to be constructed in three phases. The limits of each phase will be determined by availability of funding. Phasing approach follows a lower, middle, upper watershed concept. The first phase of this project will start at Dr. Jeremiah Cameron Park. Dr. Jeremiah Cameron Park is a critical location for underground storage for this project, as it is the last opportunity to manage the discharge from proposed stormwater improvements before it enters the existing combined sewer system. The storage volume is critical to providing flood benefits to Westport without negatively impacting combined sewer overflows downstream. The park is small, requiring a deep underground storage system to meet the targeted storage volume of 2 MG (Approximate Surface Area 27,200 SF). The elevation of the existing downstream system limits the maximum depth of the underground storage while allowing for positive drainage to dewater the chambers. The proposed Progressive Design Build team will look at proposing a system at this location to target the storage volume of 2 MG in this phased approach. The project will also include site planning, design, and construction of all necessary site infrastructure necessary for this project. The City seeks progressive design-build teams with highly qualified personnel with experience and expertise having previously provided programming, planning, design, and construction services for projects of comparable. Additionally, the City seeks a design-build team comprised of firms and personnel with proven work experience delivering projects utilizing progressive design-build delivery methods.

The City invites interested and qualified design-build teams desiring to be considered as the design-builder for this project to submit a statement of qualifications identifying their qualification for providing the services required for this project. Firms considering this request for qualifications are encouraged to thoroughly review this document to familiarize themselves with the instructions, information, procedures, and requirements contained herein. Statements of Qualifications must be prepared and submitted in accordance with the criteria and procedures established in this request for qualifications.

### **1.2 Progressive Design-Build Delivery**

The City has selected the Progressive Design-Build (PDB) delivery method for the design and construction of this project. This contract method has been selected to achieve the following objectives:

1. To bring together design and construction firms with proven design-build experience as well as the design and construction experience and expertise required for this project, to work in a collaborative, team-oriented environment to successfully achieve the City's goals for the project.
2. To accelerate the planning, design, and construction processes to meet the City's schedule requirements.
3. To utilize the expertise and resources of the entire design and construction team during the planning and design phases to evaluate design decisions being considered and how those decisions

may impact cost, quality, and schedule; to advise on constructability issues and alternate construction methods/materials that may benefit the Owner in areas such as cost, construction efficiencies, operational efficiencies, product durability, etc.; and to utilize the expertise and resources of the entire design and construction team during the planning and design phases to provide ongoing reviews of the project scope and budget to verify the project scope and budget are in balance.

4. To provide opportunities for concurrent design and construction activities, to the extent such concurrent activities are deemed appropriate and beneficial to the Owner and the project.

**Location:** Project Area for the DR. JEREMIAH CAMERON PARK and WESTPORT STORMWATER IMPROVEMENTS







## **DR. JEREMIAH CAMERON PARK - Broadway at W. 43<sup>rd</sup> Street/Mill Street**

### **1.3 City's Objectives**

The City's objectives for delivery of the Project are as follows:

- **Quality:** Provide facilities that will be sustainable and will perform to the conditions set forth in the RFQ.
- **Cost:** Minimize capital cost with consideration of optimizing life-cycle cost.
- **Schedule:** Achieve the scheduled completion dates for design, construction, and performance testing of the Project.
- **Risk:** Achieve an optimal balance of risk allocation between the City and the Design-Builder.
- **Safety:** Implement an effective safety program incorporating best industry practices.
- **Accountability:** Provide for Design-Builder to assume single point of accountability for performance of all services under the Contract for Design-Builder Services.

- **Collaboration:** Provide 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.

By selecting the PDB delivery method for the Project, the City is committed to working in close collaboration with the Design-Builder.

#### 1.4 Project Funding

Funding for the design-build project improvements has been estimated to be \$25 million. Phase 1 is estimated at \$4,700,000 for a 2 MGD underground storage facility at Dr. Jeremiah Cameron Park. Estimate for Phase1 includes all design, permitting, construction costs, contingencies, pre-construction, and construction phase services of the design-build team.

#### 1.5 Project Schedule

The selected team shall submit a schedule for completing all phases of work prior to World Cup Soccer in 2026 (schedule shall include 6 months of project float). Phase 1 anticipated project schedule is as follows:

- |                                    |               |
|------------------------------------|---------------|
| • Design-Builder Notice-to-Proceed | November 2023 |
| • Substantial Completion           | October 2025  |
| • Final Completion                 | January 2026  |

#### 1.6 Sustainability

The City has adopted an overall policy supporting a greater use of “green solutions” or enhanced sustainability measures that consider environmental quality, social equity, and economic vitality. 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.

The Envision™ rating system is used by WSD to promote sustainability in a variety of infrastructure projects and to encourage sustainable approaches as an important part of project design. Envision™ will also be used to evaluate and grade the sustainability of Project components as they are developed.



## **SECTION 2: PROGRESSIVE DESIGN-BUILD SERVICES**

### **2.1 General**

The Design-Builder shall perform all design and construction services, and provide all labor, materials, equipment, tools, supervision, and all other items and services necessary to complete the Work described in, and reasonably inferred from the Contract Documents as defined in the Contract General Conditions. The Work includes of the lower, middle, and upper portions of the project area. This Work will include, but not be limited to, the following services:

#### **Design Phase:**

- Provide all civil, structural, mechanical, security and any other design services which are normally or customarily furnished by the Engineering professionals throughout the programming, planning, design, documentation, bidding, construction administration, and warranty phases.
- Coordinate, conduct, facilitate, and document regularly scheduled meetings with the Owner along with creation and distribution of agendas, minutes, documenting of design process, evaluations, and decisions for design and construction
- Identify permit requirements
- Conduct appropriate geotechnical and environmental investigations
- Prepare a Basis of Design Report
- Prepare conceptual drawings and specifications in sufficient detail to convey key project concepts.
- Assess onsite and offsite utility requirements
- Identify any easements or property to be acquired by the City
- Identify project risks and come to mutual agreement with the City on optimum risk allocation for the project
- Identify and evaluate materials, systems, methods, schedule, etc. as may be requested or required to increase cost-effectiveness of the design, reduce the construction schedule, and increase the project value to the Owner.
- Evaluate the project to identify opportunities to accelerate the construction schedule by means of early bid packages, and determined benefits and risks of such.
- Develop mutually agreeable contingency amounts for the project
- Prepare at agreed upon periodic intervals detailed cost estimates for construction of the project.
- Develop a critical path baseline project schedule
- Assist the City in evaluating funding alternatives
- Advance design to a point appropriate to prepare and submit a Lump Sum offer to complete detailed design and construction of the improvements.
- Attend and develop materials and presentations for the Director's Office and City Council. It is anticipated that two to three meetings will be required for each.

Upon completion of the Design Phase Services, the City may enter into Construction Phase, at its sole and exclusive option, elect to amend the Progressive Design-Build Agreement to include:

**Construction Phase:**

- As required by the contract, provide all services as required for the complete management and performance of the construction project.
- Coordinate, conduct, facilitate, and document regularly scheduled meetings with the Owner along with creation and distribution of agendas, minutes, documenting of design process, evaluations, and decisions for design and construction.
- Further development of detailed design
- Finalization of design drawings and specifications
- Assistance in acquisition of permits and regulatory approvals
- Assistance in acquisition of easements or property necessary for the project
- Develop and maintain a detailed construction schedule identifying sequencing of construction activities and milestones necessary for the completion of the project according to the agreed upon schedule.
- Maintain quality control and ensure construction is in conformance with contract documents. Coordinate all inspections and testing as required by the project and authorities having jurisdiction.
- Assign a full-time superintendent specifically and solely for this project with responsibility to provide continual on-site supervision and management of all construction activities, proactively managing all work activity at the project site, and maintaining a safe and secure work environment.
- Assist in Start-up, performance testing, and training required to assist the Owner in the turnover, move-in, and opening of the project.
- Warranty management
- Provide record drawings, specifications, closeout documents at the completion of the project, including AutoCAD format electronic drawings of the completed project.
- Operations and Maintenance Training

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## 2.2 Roles and Responsibilities

**City:** 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:

- Review submissions and provide comments to Design-Builder in a timely manner.
- 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.
- Provide information and provide (or engage Design-Builder to perform) additional studies that may be necessary to complete the Project.
- Provide adequate funding.
- Provide access to the Project site and any necessary easements.
- Obtain the governmental approvals and permits the City is responsible for and assist Design-Builder in obtaining governmental approvals and permits Design-Builder is responsible for.
- Provide necessary data and inputs, characteristics and ranges for Project start-up and performance testing.

**Design-Builder:** The Design-Builder will cooperate with the City and will provide in a timely manner the services, as described in Section 2.1, necessary to complete the general Project scope specified in this RFQ.

## **SECTION 3: PROCUREMENT PROCESS**

### **3.1 Communications and City Contact**

On behalf of the City, **Leona Walton, Senior Procurement Officer, General Services Department Procurement Services Division** will serve as the sole point of contact (City Contact) for this RFQ and shall administer the RFQ process. All communications shall be submitted in writing by email and shall specifically reference this RFQ. All questions or comments should be directed to the Contract Administrator as identified under Paragraph 5 of this RFQ. All communications and questions regarding the Project shall only be made through the City Contact with the exceptions of City-certified Disadvantaged Business Enterprises, Minority Business Enterprises, and Women Business Enterprises (D/M/WBE) and of Design-Builders contacting the Civil Rights and Equal Opportunity Department to assist in meeting MBE/WBE goals. D/M/WBEs may contact WSD, General Services, and CREO KC staff directly regarding the Project.

No oral communication from the City Contact or any other individual is binding. Oral or written contact with other City staff, WSD staff, or any public official specific to the Project during the RFQ/Shortlist process is prohibited. A violation of this provision may result in disqualification of the Design-Builder from the RFQ/Shortlist process.

### **3.2 Procurement Schedule**

The approximate procurement schedule is as follows:

- Advertise RFQ August 4, 2023
- Mandatory Pre-RFQ Conference August 21, 2023
- Deadline for Receipt of Written Questions September 1, 2023
- Deadline RFQ Submission Date September 8, 2023
- RFQ Interviews (provisional) September 26, 2023
- Notice of Intent to Contract (provisional) November 15, 2023

The Mandatory Pre-RFQ Conference is discussed in Paragraph 5 on Page 4 of this RFQ. Interviews may be conducted, at the discretion of the City, prior to shortlisting Design-Builders. Additional information regarding the interview format and requested attendees will be provided to interested Proposers.

## **SECTION 4: RFQ SUBMISSION REQUIREMENTS**

### **4.1 Submittal Due Date**

Refer to Paragraph 2 above for submittal location and due date.

### **4.2 Submission Format**

The RFQ must not exceed **sixty (60)** total narrative pages in 11-point font (most or all 8½ x 11 inches 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 RFQ shall be typed or printed double-sided to the extent possible and shall have continuously numbered pages. Each RFQ Part shall be labeled with title headers.

Any supplemental information or documents (i.e., not required by this RFQ) that are included in the proposal should be marked as an attachment and clearly identified in the Table of Contents.

### **4.3 Submission Content**

The content requirements set forth in this RFQ represent the minimum content requirements for the RFQ. It is the Design-Builder's responsibility to include information in its RFQ to present all relevant qualifications and other materials. The RFQ, however, should not contain standard marketing or other general materials. It is the Design-Builder's responsibility to modify such materials so that only directly relevant information is included in the RFQ. The City is interested in only receiving information regarding the Design-Builder (Prime), Lead Designer, major sub-contractors, systems integrators, and proposed MBE/WBE teaming partners as part of the Design-Builder's RFQ.

The RFQ must include the following information in the order listed:

- Transmittal Letter
- Part 1 – Design-Builder Profile
- Part 2 – Key Personnel
- Part 3 – Experience
- Part 4 – Safety Record
- Appendix A – Forms for Affirmation and Compliance

- Copies of Missouri Construction and Engineering Licenses for Lead Contractor, Design Manager, and Engineer of Record (and/or letter of commitment to retain licenses)
- Joint Venture Agreement (if applicable)
- Bonding Capacity (notarized letter confirming Design-Builder can meet minimum bonding requirements)
- Declaration of Insurance (notarized letter confirming Design-Builder can meet required limits)
- DB 00210.01 Design-Build Background Information Form
- Additional Information Related to Termination for Default, Criminal Convictions, and Debarment
- Form 00515.01 Employee Eligibility Verification Affidavit
- Appendix B – Resumes
- Appendix C – Safety Record Documentation

#### ***4.3.1 Transmittal Letter***

Design-Builder will submit a transmittal letter on the Design-Builder's letterhead. The letter must be signed by the Design-Builder Principal, the authorized representative of the Design-Builder listed on Form 00515.01, who is empowered to sign such material and to commit the Design-Builder to the obligations contained in the RFQ. If Design-Builder 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 Design-Builder 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 Design-Builder, 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:

- The name of Design-Builder's authorized representative(s), address(es), phone number(s), and e-mail address(es).
- The name of the proposed Design-Builder, Lead Contractor, and Lead Designer.
- The identity of the individual(s) who will be the signatory(ies) to the contract(s) with the City, if awarded to Design-Builder, including title(s), address(es), phone number(s), and e-mail address(es).



- Acknowledge the receipt of any addenda.

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 Design-Builder. **A RFQ that does not include a transmittal letter will be considered non-responsive and the Design-Builder will not be considered for the Shortlist.**

#### **4.3.2 Part 1 – Design-Builder Profile**

**At a minimum, the following information must be submitted, otherwise the RFQ will be deemed non-responsive, and the Design-Builder will not be considered for the Shortlist:**

- **Executive Summary.** The executive summary (maximum three pages) must include a concise overview of the key elements of the RFQ and must summarize and refer to information in the RFQ concerning satisfaction of the Mandatory Requirements. The executive summary shall not be used to convey additional information not found elsewhere in the RFQ.
- **General.** Provide general information about the Design-Builder, Lead Designer and Lead Contractor organization(s), such as lines of business and service offerings, locations of home and other offices, number of employees (professional and non-professional), years in business, and evidence of required licenses.

Identify which members of the Project Team will function as the Lead Contractor and Lead Designer, as defined in Attachment A (Definition of Terms). Identify Key subcontractors such as systems integrators and Kansas City certified MBE and WBE firms. Identify the scope of work of each MBE/WBE firm and available bonding capacity of MBE/WBE firms for this project if practical. Provide copies of the construction licenses for Lead Contractor and copies of engineering license of the Design Manager and the individual that will function as the engineer of record in Appendix A (Forms for Affirmation and Compliance). The Design-Builder and Lead Contractor must each possess and maintain current, valid, and appropriate State of Missouri construction licenses for performance of the construction work. The Design Manager and the individual that will function as the engineer of record must possess and maintain a current, valid, and appropriate State of Missouri engineering license for performance of design services. If Design-Builder, Lead Contractor, Design Manager, or individual that will function as engineer of record does not currently maintain a State of Missouri license, please provide a letter of commitment to retain such required license.

The Design-Builder's and Lead Contractor's construction licenses may not have been suspended or revoked in the last five (5) years; and the engineering licenses for the Design Manager and the individual that will function as the engineer of record may not have been suspended or revoked in the last seven (7) years.

- **Legal Structure.** Identify whether the Design-Builder 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 Appendix A (Forms for Affirmation and Compliance). **If Design-Builder is a joint venture, all information required of a single entity must be submitted by each member of the joint venture.**

- **Project Team Organization.** Provide an organizational chart showing Design-Builder’s proposed organizational and management structure that clearly identifies which Design-Builder’s Project Team members are responsible for the major functions to be performed. Include significant design consultants and construction subcontractors including MBE/WBE firms and systems integrator(s). The organizational chart may be 8½ x 11 inch or 11 x 17-inch paper, folded to 8½ x 11-inch size. Describe the roles, responsibilities, functional arrangements, and reporting relationships showing clear lines of authority and communication between and among the members of Design-Builder’s Project Team, including Key Personnel (defined in Attachment A Definition of Terms) that will be used to manage, design, and construct the Project. The organizational chart should also indicate the firms for the respective Team Members via text and color coding.
- **Bonding Capacity.** A potential “step-up and step-down” bonding approach may be used for the Project. Such an approach could allow different bonding limits between Project phases (e.g., Construction and Extended Commissioning). In Appendix A (Forms and Affirmation of Compliance), Design-Builder shall provide a notarized letter(s) from its surety (or sureties) verifying the Design-Builder has a minimum bonding capacity of \$150 million available for this Project for performance and payment bonds. The Design-Builder’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 Design-Builder should note that the City intends for the Design-Builder's performance bond to remain in place either through Final Completion or through the Extended Commissioning Phase (i.e., up to two [2] years after completion of construction).
- **Quality Services Assurance Act.** Comply with the City’s Quality Services Assurance Act, Section 3-66, Code of Ordinances.
- **Sustainability.** Include a concise (maximum of two pages) summary of your company’s policies, strategies, and actions that demonstrate your philosophy and commitment to sustainability in accordance with Section 1.6.
- **Insurance.** The selected Design-Builder will be required to maintain for the duration of the Contract for Design-Build Services and provide certifications of insurance coverage(s). In Appendix A (Forms and Affirmations of Compliance), Design-Builders are required to provide a notarized declaration from their insurance carrier(s) that their firm can obtain insurance coverage in the following limits:

- General Liability \$2,000,000(Aggregate)  
\$1,000,000 (per occurrence)

- Umbrella or Excess Liability \$10,000,000  
(in excess to Workers Compensation, General Liability, Auto Liability)
- Builder's Risk or Property Insurance \$25,000,000  
(Full Replacement Cost)
- 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

The Lead Designer may provide the professional liability insurance if the Lead Designer is a subcontractor to the Design-Builder. 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 shall be named as an additional insured as appropriate and shall be entitled to the fullest coverage permitted by law.

The RFQ must provide the following additional information pertaining to factors or events that have the potential to adversely impact the Design-Builder's ability to perform its contractual commitments.

- **Termination for Default, Criminal Convictions, and Debarment.** Design-Builder shall submit the following information with respect to the Design-Builder, Lead Contractor, and Lead Designer:
  - Identification of any contract that has been terminated for default within the last five (5) years.
  - 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.
  - 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.

Present the Design-Builder's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Design-Builder's RFQ if the facts discovered indicate that completion of a contract resulting from the RFQ may be jeopardized by selection of such Design-Builder.

If any of the above questions is answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Design-Builder'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 Design-Builder'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 RFQ) in Appendix A (Forms and Affirmation of Compliance) of the RFQ.**

The Design-Builder must notify the City of any changes subsequent to submission of the RFQ and before the selection process is completed related to the Design-Builder Profile (and, in the case of the selected Design-Builder before execution of the Contract for Design-Build Services).

#### ***4.3.3 Part 2 – Key Personnel***

Identify the proposed Key Personnel (and their firm affiliations), as defined in Attachment A (Definition of Terms). Provide the names, e-mails addresses, intended utilization rate on this project, primary office location, percent of working time in the Kansas City Metropolitan Area during this project, and phone numbers of all such Key Personnel. The City expects Key Personnel named in this RFQ to remain on the Project Team for the duration of the Project and may not be removed or substituted without the City's prior written consent. The City also expects the Key Personnel to be utilized at the rate indicated at the specified locations. The Design-Builder's Proposal score may be impacted if the Shortlisted Design-Builder changes Key Personnel from those indicated in the RFQ and/or Key Personnel location/utilization. The Design-Builder shall provide information regarding at most 5-8 project team personnel other than those team members defined as Key Personnel in Attachment A (Definition of Terms).

Provide resumes for all Key Personnel in RFQ Appendix B (Resumes). Resumes must be limited to two (2), 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:

- Total years of experience in the design and/or construction of water/wastewater public works projects.
- Years of employment with current employer.
- City of residence.
- Percent of working time anticipated to be in the Kansas City Metropolitan area during this project.
- Intended utilization during this project. DB may break utilization down by phases.
- Academic and professional qualifications.

- Professional registration(s) (as applicable) and certifications such as Design-Build Institute of America’s “Designated Design-Build Professional” that are applicable to the Project. (At least one credentialed Envision™ Sustainability Professional (ENV SP) must be on the project team in a leadership role to submit a proposal for this project.)
- Experience working with the City of Kansas City, Missouri, as well as within the greater Kansas City area.
- 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.

Provide three (3) project references for each of the Design-Builder's Key Personnel.

#### ***4.3.4 Part 3 – Past Experience***

The City is interested in reviewing the past performance and experience of the members of the Lead Contractor and Lead Designer, including their individual and collective past performance and experience. The Design-Builder shall provide descriptions for a minimum of four (4) reference projects each for the Lead Designer and Lead Contractor to demonstrate experience relevant to the Project. Representative projects shall be projects of comparable size, complexity, challenges, and functionality as the Project described in this RFQ. A maximum of a total of ten (10) representative projects may be provided.

Each project description shall contain at least the following information:

- Name of Owner.
- Owner reference and contact information.
- Role of Project Team Member.
- Original construction cost, at selection for construction manager at risk and progressive design-build or bid for fixed fee design build and traditional delivery, negotiated Guaranteed Maximum Price if relevant, and final construction cost (and reason for difference between original and final costs).
- Original completion date of project and actual completion date.
- Description of the project showing relevance to this Project.
- Firms and Key Personnel who participated in the project and are included in this RFQ, 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.

**Design-Builders shall submit completed DB 00210.01 Design-Builder Background Information Form, Form 00515.01 Employee Eligibility Verification Affidavit (forms provided in Attachment C, Forms to be Submitted with RFQ) in Appendix A (Forms for Affirmation and Compliance).**

Include a concise written narrative of the qualifications and experience of the Lead Designer and Lead Contractor that is relevant to the design-build services for the Project. RFQ may include projects of subcontractors containing Key Personnel that have a written agreement to provide the scope of work indicated in the narrative to the design-builder on this project at the time of submission of the RFQ. Clearly and specifically identify the in-house capabilities of the Design-Builder and those disciplines for which the entity normally subcontracts.

In addition, provide a summary table to cross-reference the Lead Designer and/or Lead Contractor (firms and Key Personnel) with participation in the reference projects. **Design-Builder should emphasize reference projects in which Key Personnel participated in completion of the project. The Design-Builder is requested to only submit information within its RFQ regarding the Design-Builder, Lead Designer, subcontractors with Key Personnel, and Lead Contractor team members.**

City staff or advisors reserve the right to contact references listed or implied and obtain information on representative projects to confirm the information provided by Design-Builder. The evaluation of Design-Builder for this section may be negatively impacted by the inability to contact and verify references.

#### ***4.3.5 Part 4 – Safety Record***

The RFQ must provide information concerning the Design-Builder'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. Design-builder may add commentary. The following safety records must be provided for the Lead Contractor for the current and past five (5) years:

- 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 Design-Builder 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 Design-Builder's current EMR.
- The completed Occupational Safety and Health Administration (OSHA) Form 300A, Summary of Work-Related Injuries and Illnesses, or equivalent.

**Provide written evidence documentation in Appendix C (Safety Record Documentation).**



## **SECTION 5: RFQ EVALUATION AND SELECTION**

### **5.1 General Evaluation Procedure**

The submission of a RFQ by Design-Builder shall constitute acknowledgement of acceptance of all terms and conditions set forth in this RFQ unless otherwise expressly stated herein. All RFQs must be submitted in writing and must include all required documents including forms, appendices, and other information requested in this RFQ.

In general, the procedure for evaluation of RFQs and determining a Shortlist will consist of the following:

- City staff will open the RFQs.
- City staff will review the RFQs (with assistance provided by outside advisors if desired by City) to determine if Responsiveness Requirements and Mandatory (Pass/Fail) Requirements are met.
- City staff may conduct interviews for any or all submitted RFQs.
- City staff and/or advisors will attempt to contact references and verify information relating to representative projects.
- For those RFQs that meet the Responsiveness Requirements and Mandatory (Pass/Fail) Requirements, the RFQ will be evaluated by a committee composed of City staff and elected Officials. A Shortlist will be determined which will include no more than three (3) Design-Builders.
- Design-Builders who submitted a RFQ will be formally notified of the Shortlist via a letter or email. RFQs received from Design-Builders will not be returned.

During the RFQ evaluation process, written questions or requests for clarifications may be submitted to one or more Design-Builders regarding its RFQ or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for the elimination of the Design-Builder from further consideration. Design-Builder is responsible for the accuracy of its RFQ. Discrepancies between words and figures will be resolved in favor of the words.

### **5.2 Responsiveness Requirements**

Each RFQ will be reviewed to determine whether it is responsive to the RFQ. Design-Builder must comply with all terms and conditions of this RFQ, including, without limitation, the requirement to provide all documentation requested in this RFQ. Failure to comply with the requirements of this RFQ may result in a RFQ 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.

### 5.3 Mandatory (Pass/Fail) Requirements

Each responsive RFQ will be reviewed to determine whether it meets the Mandatory (Pass/Fail) Requirements outlined in this subsection and as provided in Part 1 of the Design-Builder's RFQ. At its sole discretion, the City may waive any failure to satisfy such requirements and may request clarification or additional information to address any questions that may arise in this regard. Any RFQ that does not satisfy all the following Mandatory (Pass/Fail) Requirements may be rejected:

- **Bonding Capacity.** Design-Builder must provide notarized letter(s) from its surety (or sureties) verifying the Design-Builder has a minimum bonding capacity of \$5 million available for this project as required in Section 4.3.2 of this RFQ.
- **Insurance.** The Design-Builder must demonstrate that it can obtain insurance meeting the minimum requirements presented in Section 4.3.2 of this RFQ.
- **Licensing and Registration.** The Design-Builder must demonstrate that it and the Lead Contractor possess, or will possess by time of contract award, the necessary Missouri construction licenses and are properly registered, and that the Design Manager and the individual who will act as the engineer of record possesses the necessary engineering license for the type of work to be performed.

### 5.4 Evaluation Criteria

The City's evaluation of RFQs will assess the Design-Builder's experience, technical competence, and capability to perform the services as described and required in Section 2 of the RFQ.

- **Key Personnel** – Demonstrated qualifications and experience that Design-Builder's Key Personnel can fulfill their roles and responsibilities and will enable Design-Builder to successfully complete the design, construction, startup, commissioning, and testing of the Project. See Attachment A.

Design-Builders will be evaluated based on the qualifications, experience, and past performance of Key Personnel, with the evaluation considering, among 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 their proposed scopes of work.

- **Past Experience** – Demonstrated experience that the Design-Builder's Project Team (Lead Contractor and Lead Designer) has the ability to successfully complete the design, construction, startup, commissioning, and performance testing of the Project.

Specifically, the experience of Design-Builder's Project Team will also include their individual (Key Personnel) and collective (Lead Contractor, Lead Designer) performance history and experience on previous and current projects of similar complexity, challenges, and functionality.

- The design and construction Design-Builder's Project Team members with a focus on Storage of Storm water and Green Infrastructure project experience.
  - The Design-Builder project team members' experience completing design-build and/or other collaborative delivery projects.
  - The design, construction, startup, performance testing, commissioning, and extended commissioning experience of Design-Builder's Project Team members when the proposed team members have worked together.
  - The Design-Builder's Project Team members' experience working at the Kansas City Water Services, with the City of Kansas City, Missouri, and/or locally within the greater Kansas City area.
- **Safety Record** – Demonstrated capability to deliver the Project safely. Design-Builders will be evaluated based on the past safety performance of the Lead Contractor.

## **SECTION 6: CONDITIONS FOR DESIGN-BUILDER**

### **6.1 City Policies and Ordinances**

The City will administer the RFQ process under competitive proposal policies. The following is a summary of some of the policies and ordinance packages to be followed and completed as part of the RFQ process. The City encourages and expects Proposers to pursue subcontracting, mentoring, joint venturing, teaming, and partnering opportunities with the types of firms described in this Section in the ordinary course of its teaming/business strategies for all aspects of the Project. Additional policies and ordinances otherwise not specifically listed below may also apply at the time of the Proposal.

- Code of Ordinances, Sections 3-501 through 3-525, also known as the “Workforce Program.”

### **6.2 Prohibited Activities by Former City Employees and Officials**

Section 2-2044 of the City’s 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 RFQ, the Design-Builder affirms that Design-Builder and its team members and employees are in compliance with the requirements of Section 2-2044. Failure to comply with the requirements of Section 2-1018 may cause the RFQ and future Proposal to be rejected.

### **6.3 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 Design-Builder.

### **6.4 Late RFQs**

Statement of Qualifications and modifications of RFQs received after the hour and date specified for receipt will not be considered unless: (1) they are sent via the U.S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the proposal will be delivered to the City prior to the submission deadline; or (2) if submitted by mail, common carrier or contract carrier 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 (3) the RFQ is timely delivered to the City, but is at a different City location than that specified in this RFQ; or (4) the City extends the time after the deadline for a force majeure event that could potentially affect any or all Design-Builders meeting the deadline.

## **6.5 Interviews, Discussions and Negotiations with Design-Builders**

The Design-Builders' RFQ, including any proposed personnel and any other required proposal documents may be subject to negotiation by the City at any time. The City may interview none, one, some or all of the Design-Builders that submit RFQs. RFQs may be evaluated, and award made with or without, discussions and/or negotiations with the Design-Builder. The City reserves the right to request additional information from any or all Design-Builders. Negotiations by the City will not be deemed a counteroffer or a rejection of any original RFQ or Proposal.

## **6.6 Rejection of RFQs**

The City reserves the right to reject any and all RFQs.

## **6.7 Waivers**

The City Manager or his 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 Design-Builders 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 Design-Builders 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 D/M/WBE requirements imposed by any RFQ or Proposal document or the MBE/WBE Ordinance and award the Contract to the most qualified Design-Builder if the City Council determines a waiver is in the best interests of the City.

## **6.8 Closed Records**

All RFQs, Proposals and documents and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Act until a contract is executed or until all Proposals are rejected.

## **6.9 Disclosure of Proprietary Information**

A Design-Builder 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 Proposal by:

- Marking each page of each such document prominently in at least 16-point font with the words "Proprietary Information"; and
- Printing each page of each such document on a different color paper than the paper on which the remainder of the proposal is printed; and

- 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 Design-Builder; and
- After either a contract is executed pursuant to the RFQ/P, 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 Design-Builder of the request, and it shall be the burden of the Design-Builder to establish that such documents are exempt from disclosure under the law.

## **6.10 Contract Information Management System**

The selected Design-Builder shall be required to use City’s Internet web-based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. The selected Design-Builder shall submit user applications to City’s provided Contract Information Management System for all personnel, subcontractors, or suppliers as applicable.

## **6.11 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:

- 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.
- Submit, in print or electronic format, a copy of the contractor’s current certificate of compliance to the City’s CREO KC Department prior to receiving the first payment under the contract, unless a copy has already been submitted to CREO KC Department 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 CREO KC Department prior to receiving the first payment under the contract, unless a copy has already been submitted to CREO KC Department at any point within the previous two calendar years.
- 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.
- 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 CREO KC Department 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 CREO KC Department within thirty (30) days from the date the subcontract is executed.

- If you have any questions regarding the City's Affirmative Action requirements, please contact CREO KC at (816) 513-1836 or visit the City's website at [www.kcmo.gov](http://www.kcmo.gov).

## **6.12 Minority/Women Business Enterprise Program**

The City of Kansas City, Missouri desires that MBE and WBE have a maximum opportunity to participate in the performance of City contracts. The goals for this specific project are 11 % MBE participation and 8% WBE participation. If requested, the CREO KC Specialist will provide a D/M/WBE Directory and assistance. Please call the CREO KC Specialist at 816-513-1818.

## **6.13 Americans with Disabilities Act (ADA) Standards**

It is the policy of the City and required by law that any new or renovated facility meet the scoping and technical requirements of the 2010 ADA Standards for newly designed and constructed or altered local government facilities, public accommodations, and facilities. The selected Design-Builder shall design the project, so it conforms to the 2010 ADA Standards, as applicable and as amended from time to time, and is readily accessible to and usable by individuals with disabilities. The City will make available to the selected Design-Builder the City's ADA Compliance Manager, who can facilitate interaction with advocates in the disability community.

## **6.14 Design-Builder Conflict of Interest**

A conflict-of-interest situation may disqualify an organization. If the Design-Builder believes there may be a conflict of interest, it must list the organizations and the names of entities or persons associated with the Design-Builder 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 Design-Builder who may have a conflict of interest with any activity of this Project should be included in the RFQ. Provide details and reasons. Design-Builders are subject to disqualification on the basis of conflict of interest as determined by the City.

## **6.15 Minimum Self-Performance and Subcontracting Requirements**

The selected Design-Builder shall perform with its own organization not less than thirty-five percent (35%) of the total contract price (contract price excludes Extended Commissioning Phase services). The dollar value included in this percentage performed by the Design-Builder shall include the value of labor, materials and equipment directly performed or procured by the Design-Builder and shall not include the value of work performed or provided by subcontractors.

## ATTACHMENT A: Definition of Terms

The definitions of some of the capitalized terms used in this RFQ are presented below:

- **City** – The City of Kansas City, Missouri. Also “Owner.”
- **Design-Builder** – The entity that will serve as the Project developer 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. The entity is required to be a licensed contractor in Missouri.
- **Design Manager**- Engineer employed by the Leader Designer or Lead Contractor who will manage all the design work on this project.
- **Discipline Design Lead(s)/Manager(s)**- Engineers leading the effort to design specific disciplines.
- **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.
- **Key Personnel** – The individuals, employed by Design-Builder or other firm included on the Project Team, who would fill certain key roles in 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 the following positions:
  - Design-Build Principal-in-Charge
  - Design-Build Project Manager
  - General Contractor’s Project Manager or Construction Manager (if different than Design-Build Project Manager)
  - Design Manager (if different than Design-Build Project Manager)
  - Discipline Design Leads/Managers
  - Process Engineering Lead/Manager
  - On-Site Field Superintendent(s)
  - Quality Control/Quality Assessment Manager
  - Safety Officer
  - Commissioning Manager for Design and Construction

- Commissioning Manager for Extended Commissioning
- Envision™ Sustainability Professional (ENV SP) (if different from other roles identified)
- **Lead Contractor** – The member of the Project Team that is licensed as a Missouri general contractor and that has primary responsibility for construction services for the Project.
- **Lead Designer**– The member of the Project Team that employs professional engineers licensed in Missouri and that has primary responsibility for design services for the Project.
- **Mandatory (Pass/Fail) Requirements** – The requirements set forth in Section 5.3 of this RFQ that, at a minimum, must be satisfied (or waived by the City) in order for the RFQ to be evaluated and ranked according to the comparative evaluation criteria.
- **On-Site Field Superintendent(s)** – Contractor or Sub-Contractor staff that will be leading the construction effort in specific disciplines.
- **Process Engineering Lead/Manager** – Engineer leading the processing design effort for the thermal hydrolysis process.
- **Project** – Dr. Jeremiah Cameron Park and Westport Stormwater Improvements Project (Project)
- **Project Team** – The Design-Builder; the Lead Contractor, and the Lead Designer; and Key Personnel.
- **Responsiveness Requirements** – The requirements set forth in Subsection 5.2 of this Solicitation that, at a minimum, must be satisfied (or waived by the City) in order for the RFQ to be evaluated and ranked according to the comparative evaluation criteria.
- **Shortlisted Design-Builder(s)** – Those entities who submit a RFQ in response to the RFQ and are invited to interview.

**CREO KC INSTRUCTIONS  
FOR REQUESTS FOR QUALIFICATIONS/PROPOSALS**

**PART A. ECONOMIC EQUITY & INCLUSION GOALS--MBE/WBE PROGRAM**

**I. City's Economic Equity & Inclusion Goals--MBE/WBE Program.**

- A. The City has adopted an Economic Equity & Inclusion Goals--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 Economic Equity & Inclusion Goals--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 CREO KC Forms are attached and must be used for MBE/WBE submittals:
  - 1. Affidavit of Intended Utilization (CREO KC Form 13); and
  - 2. Contractor Utilization Plan/Request for Waiver (CREO KC Form 8A); and
  - 3. Letter of Intent to Subcontract (CREO KC Form 00450.01); and
  - 4. Timetable for MBE/WBE Utilization (CREO KC Form 10); and
  - 5. Request for Modification or Substitution (CREO KC 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 Civil Rights & Equal Opportunity 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.gov](http://www.kcmo.gov). Before a Proposer submits a proposal, Proposer should contact CREO KC 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 (CREO KC 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 (CREO KC 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, CREO KC will examine the Proposer's documentation of good faith efforts and make a recommendation to grant or deny the waiver. CREO KC 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 (CREO KC 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 (CREO KC 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.** This report must be submitted to the Director by the 15<sup>th</sup> of each month using the B2GNow Diversity Management System. 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 (CREO KC 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 (CREO KC 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 CREO KC 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 CREO KC 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 CREO KC 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 CREO KC 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 of 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 (CREO KC 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 CREO KC 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 CREO KC 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 – Economic Equity & Inclusion Goals--MBE/WBE Program.**

- A. If Contractor fails to achieve the economic equity & inclusion 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 \$300,000.00 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 \$300,000.00.)

### **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 \$300,000.00, 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 CREO KC, a Proposer not doing so is required to objectively demonstrate to CREO KC that good faith efforts have been made.
- C. The following CREO KC Forms are to be used for Construction Employment Program submittals using the B2GNow Diversity Management System:
  1. Project Workforce Monthly Report
  2. Company-Wide Workforce Monthly Report

### **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.** 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 using the B2GNow Diversity Management System. 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.** 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 using the B2GNow Diversity Management System. 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 CREO KC. 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 CREO KC 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 CREO KC 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 CREO KC 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.



**AFFIDAVIT OF INTENDED UTILIZATION**

*(This Form must be submitted with your Bid/Proposal)*

\_\_\_\_\_  
(Department Project)

\_\_\_\_\_  
(Bidder/Proposer)

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

I, \_\_\_\_\_, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the Civil Rights & Equal Opportunity Department’s submittal requirements in the bid/proposal specifications on the above project and is given on behalf of the Bidder/Proposer listed below.

2. Bidder/Proposer assures that it presently intends to utilize the following MBE/WBE participation in the above project if awarded the Contract:

**PROJECT GOALS:** \_\_\_\_\_% MBE \_\_\_\_\_% WBE

**BIDDER/PROPOSER PARTICIPATION:** \_\_\_\_\_% MBE \_\_\_\_\_% WBE

3. To the best of Bidder’s/Proposer’s knowledge, the following are the names of certified MBEs or WBEs with whom Bidder/Proposer, or Bidder’s/Proposer’s subcontractors, presently intend to contract if awarded the Contract on the above project: *(All firms must currently be certified by Kansas City, Missouri Dept. Of Civil Rights & Equal Opportunity)*

a. Name of M/WBE Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
I.R.S. No. \_\_\_\_\_  
Area/Scope of work \_\_\_\_\_  
Subcontract amount \_\_\_\_\_

b. Name of M/WBE Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
I.R.S. No. \_\_\_\_\_  
Area/Scope of work \_\_\_\_\_  
Subcontract amount \_\_\_\_\_

c. Name of M/WBE Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
I.R.S. No. \_\_\_\_\_  
Area/Scope of work \_\_\_\_\_  
Subcontract amount \_\_\_\_\_



*(List additional MBE/WBEs, if any, on additional pages and attach to this form)*

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 (CREO KC 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 CREO KC 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 \$300,000.00.**
7. I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below as:

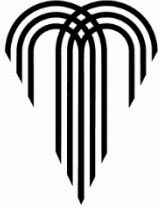
\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Bidder/Proposer)

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

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

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





# CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

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

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

\_\_\_\_\_  
(Department Project)

\_\_\_\_\_  
Department

\_\_\_\_\_  
(Bidder/Proposer)

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project target goals are \_\_\_\_\_% MBE and \_\_\_\_\_% WBE.
3. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

| **BIDDER/PROPOSER PARTICIPATION:** \_\_\_\_\_% MBE \_\_\_\_\_% WBE

| **POST-BID/POST-RFP ESTIMATED BUDGET:** \$ \_\_\_\_\_

4. The following are the M/WBE subcontractors whose utilization Bidder/Proposer warrants will meet or exceed the above-listed Bidder/Proposer Participation. Bidder/Proposer warrants that it will utilize the M/WBE subcontractors to provide the goods/services described in the applicable Letter(s) of Intent to Subcontract, copies of which shall collectively be deemed incorporated herein. (*All firms must currently be certified by Kansas City, Missouri*)

| Name of M/WBE Firm \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

I.R.S. No. \_\_\_\_\_



Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_

Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_

Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_

Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_

Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_

*(List additional M/WBEs, if any, on additional page and attach to this form)*

4. The following is a breakdown of the percentage of the total contract amount that Bidder/Proposer agrees to pay to each listed M/WBE:

**MBE/WBE BREAKDOWN SHEET**

**MBE FIRMS:**

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



\_\_\_\_\_

**TOTAL MBE \$ / TOTAL MBE %:** \$ \_\_\_\_\_ %

**WBE FIRMS:**

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
<b>TOTAL WBE \$ / TOTAL WBE %:</b>		\$ _____	_____ %	

\*“Subcontract Amount” refers to the dollar amount that Bidder/Proposer has agreed to pay each M/WBE subcontractor as of the date of contracting and is indicated here solely for the purpose of calculating the percentage that this sum represents in proportion to the total contract amount. Any contract amendments and/or change orders changing the total contract amount may alter the amount due an M/WBE under their subcontract for purposes of meeting or exceeding the Bidder/Proposer participation.

\*\*“Weighted Value” means the portion of the subcontract amount that will be credited towards meeting the Bidder/Proposer participation. See CREO KC Forms and Instructions for allowable credit and special instructions for suppliers.

- Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation



6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

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

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

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

Date: \_\_\_\_\_

(Attach corporate seal if applicable)

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

My Commission Expires: \_\_\_\_\_

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







# LETTER OF INTENT TO SUBCONTRACT

Check one:
Original LOI: <input type="checkbox"/>
Updated LOI: <input type="checkbox"/>

Project Name/Title \_\_\_\_\_  
 Project Location/Number \_\_\_\_\_

**PART I:** Prime Contractor \_\_\_\_\_ agrees to enter into a contractual agreement with M/W/DBE Subcontractor \_\_\_\_\_ who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

for an estimated amount of \$ \_\_\_\_\_ (or \_\_\_\_\_ % of the total estimated contract value.)

- M/WBE Vendor type:
- Subcontractor/manufacturer (counts as 100% of contract value towards goals)
  - Supplier (counts as 60% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)
  - Broker (counts as 10% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Civil Rights & Equal Opportunity Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

**PART 2:** This section is to be completed by the M/W/DBE subcontractor listed above. Please attach additional sheets as needed for more than one intended sub-tier contract. **IMPORTANT: Falsification of this document will result in denial and other remedies available under City Code.**

- Select one:
- The M/W/DBE Subcontractor listed above **IS NOT** subcontracting any portions of the above-stated scope of work(s). (Continue to Part 3.)
  - The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: \_\_\_\_\_

Full address: \_\_\_\_\_  
Street number and name City, State and Zip Code

Primary contact: \_\_\_\_\_  
Name Phone

a) This subcontractor is (select one): MBE WBE DBE N/A

- i: If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.
- ii. If this subcontractor is NOT a certified M/W/DBE certified with the City of Kansas City, Missouri, the firm must still be listed for reporting purposes but a Letter of Intent is not required.

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_









# REQUEST FOR MODIFICATION OR SUBSTITUTION

(This Form **must** be submitted to CREO KC to request substitutions for an MBE/WBE listed in the Contractor Utilization Plan or for modification of the amount of MBE/WBE participation listed in the Contractor Utilization Plan. This Form shall be an amendment to the Contractor Utilization Plan.)

**BIDDER/PROPOSER/CONTRACTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PROJECT NUMBER OR TITLE:** \_\_\_\_\_

**AMENDMENT/CHANGE ORDER NO: (if applicable)** \_\_\_\_\_

<b>Project Goals:</b>	_____ % MBE	_____ % WBE
<b>Contractor Utilization Plan:</b>	_____ % MBE	_____ % WBE

1. I am the duly authorized representative of the above Bidder/Contractor/Proposer and am authorized to request this substitution or modification on behalf of the Bidder/Contractor/Proposer.

2. I hereby request that the Director of CREO KC recommend or approve: (check appropriate space(s))

a. \_\_\_\_\_ A substitution of the certified MBE/WBE firm \_\_\_\_\_,  
*(Name of new firm)*  
 to perform \_\_\_\_\_,  
*(Scope of work to be performed by new firm)*

for the MBE/WBE firm \_\_\_\_\_ which is currently  
*(Name of old firm)*  
 listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to  
 perform the following scope of work: \_\_\_\_\_.  
*(Scope of work of old firm)*

b. \_\_\_\_\_ A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from  
 \_\_\_\_\_ % MBE \_\_\_\_\_ % WBE *(Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)*

### TO

\_\_\_\_\_ % MBE \_\_\_\_\_ % WBE *(Fill in New % of MBE/WBE Participation requested for Contractor Utilization Plan)*

- c. Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.
- d. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report

3. Bidder/Contractor/Proposer states that a substitution or modification is necessary because: (check applicable reason(s) )



\_\_\_The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.

\_\_\_The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.

\_\_\_The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.

\_\_\_Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.

\_\_\_The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.

\_\_\_Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

4. The following is a narrative summary of the Bidder's/Contractor's/Proposer's good faith efforts exhausted in attempts to substitute the MBE/WBE firm named above which is currently listed on the Contractor Utilization Plan with other qualified, certified MBE/WBE firms for the listed scope of work or any other scope of work in the project:

5. Bidder/Proposer/Contractor will present documentation when requested by the City to evidence its good faith efforts.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Bidder/Proposer/Contractor)

By: \_\_\_\_\_  
(Authorized Representative)





## CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

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

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

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

The Undersigned, \_\_\_\_\_ of lawful  
(Name)

age, being first duly sworn, states under oath as follows:

1. I am the \_\_\_\_\_ of \_\_\_\_\_ who is the general  
(Title) (CONTRACTOR)  
CONTRACTOR for the CITY on Project No. \_\_\_\_\_ and Project Title \_\_\_\_\_.

2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.

3 (✓) \_\_\_ Prevailing wage does not apply; or

(✓) \_\_\_ All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.

4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (\_\_\_\_%) Minority Business Enterprise (MBE) participation and (\_\_\_\_%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

1. Name of MBE/WBE Firm \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number (\_\_\_\_\_) \_\_\_\_\_  
IRS Number \_\_\_\_\_  
Area/Scope\*of Work \_\_\_\_\_  
Subcontract Final Amount \_\_\_\_\_

2. Name of MBE/WBE Firm \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number (\_\_\_\_\_) \_\_\_\_\_  
IRS Number \_\_\_\_\_  
Area/Scope\*of Work \_\_\_\_\_  
Subcontract Final Amount \_\_\_\_\_

List additional subcontractors, if any, on a similar form and attach to the bid.

Supplier\*\* Final Amount: \_\_\_\_\_

\*Reference to specification sections or bid item number.

- (✓) \_\_\_ Met or exceeded the Contract utilization goals; or
- (✓) \_\_\_ Failed to meet the Contract utilization goals (attach waiver, substitution or modification); or
- (✓) \_\_\_ No goals applied to this Project.

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.

6. If applicable, I hereby certify that (1) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report is attached. **NOTE: This paragraph is only applicable if you completed 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 \$300,000.00. If applicable you MUST attach copies of your final monthly workforce reports.**

7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.

8. If the Contract amount exceeded \$150,000, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Signature)

Title \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known to be the \_\_\_\_\_ of the \_\_\_\_\_,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of \_\_\_\_\_ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires:

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



# SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

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

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

STATE OF MISSOURI )

) ss:

COUNTY OF \_\_\_\_\_ )

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo. Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: \_\_\_\_\_, Contractor

Work Performed: \_\_\_\_\_

Total Dollar Amount of Subcontract and all Change Orders: \$ \_\_\_\_\_

City Certified MBE WBE DBE NA  
List certifications:

2. Subcontractor fully complied with the provisions and requirements of the Missouri Prevailing Wage Law set forth in Sections 290.210, RSMo through 290.340, RSMo.

**Business Entity Type:**

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Corporation
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other (Specify)

**Subcontractor's Legal Name and Address**

\_\_\_\_\_  
 \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E:mail: \_\_\_\_\_  
 Federal ID No. \_\_\_\_\_

I hereby certify that I have the authority to execute this affidavit on behalf of Subcontractor.

By: \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Title)

\_\_\_\_\_ (Print Name)  
 \_\_\_\_\_ (Date)

**NOTARY**

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

My Commission Expires: \_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title





## DESIGN-BUILD BACKGROUND INFORMATION FORM

Project/Contract Numbers: 82000379/470

Project Title: Dr. Jeremiah Cameron Park and Westport Stormwater Improvements

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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: