

COMPETITIVE BIDDING

REQUEST FOR PROPOSAL

FOR

INDEPENDENCE SC - IMPROVEMENTS
09-17-2019

PROPRIETARY AND CONFIDENTIAL

Table of Contents

1.0	INTRODUCTION AND PURPOSE.....	3
1.1	PURPOSE	3
1.2	CONFIDENTIAL INFORMATION.....	3
1.3	CODE OF ETHICAL BUSINESS CONDUCT	3
2.0	INSTRUCTIONS TO RESPONDENTS	4
2.1	RFP PROCUREMENT SCHEDULE.....	4
2.2	ESI DESIGNATED CONTACT	4
2.3	NEW SUPPLIER REGISTRATION.....	4
2.4	NOTICE OF INTENT TO BID	5
2.5	PROPOSAL SUBMITTAL.....	5
2.6	PROPOSAL WAIVER.....	5
2.7	EVALUATION CRITERIA.....	5
2.8	PROPOSALS BINDING.....	5
2.9	ACCEPTANCE OF RFP CONTENT	6
2.10	DULY AUTHORIZED SIGNATURE ON ALL PROPOSALS	6
2.11	RIGHT OF REJECTION.....	6
2.12	INTERPRETATION	6
3.0	COMMERCIAL TERMS.....	7
3.1	GOVERNING AGREEMENT.....	7
3.2	EXCEPTIONS TO THE MASTER SERVICE AGREEMENT	7
3.3	PAYMENT TERMS	7
4.0	SPECIFICATIONS	8
4.1	SERVICES TERM	8
4.2	SCOPE.....	8
5.0	CONTENT OF PROPOSAL.....	9
5.1	INTRODUCTION.....	9
5.2	SAFETY.....	9
5.3	DIVERSE SUPPLIER PARTICIPATION.....	9
6.0	PRICE PROPOSAL.....	12
6.1	PRICE.....	12
6.2	ALTERNATIVE PROPOSAL AND PRICING.....	12
7.0	RESPONDENT REPRESENTATIONS AND SIGNATURES.....	13
7.1	RESPONDENT REPRESENTATIONS	13
7.2	DECLARATIONS AND SIGNATURES	14

1.0 INTRODUCTION AND PURPOSE

1.1 PURPOSE

The purpose of this solicitation is for Evergy Services, Inc. (hereafter referred to as ESI) to select the most qualified contractor(s) to provide Independence SC - General Building Improvements. This solicitation will include Material.

THIS DOCUMENT IS A SOLICITATION FOR BIDS THAT SHALL BE CONSIDERED OFFERS TO SELL. THIS DOCUMENT IS NOT AND IS NOT INTENDED TO BE AN OFFER TO BUY. ESI EXPLICITLY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS RECEIVED, TO WITHDRAW THIS REQUEST FOR PROPOSALS, TO ACCEPT OR REJECT ANY OR ALL OF THE ITEMS IN THE PROPOSAL, OR TO WITHDRAW THIS REQUEST FOR BIDS. ESI EXPLICITLY RESERVES THE RIGHT TO NEGOTIATE WITH ANY OR ALL RESPONDENTS AFTER THE BID SUBMISSION IF SUCH ACTION IS DEEMED TO BE IN ESI'S BEST INTEREST. ESI EXPLICITLY RESERVES THE RIGHT TO ACCEPT OTHER THAN THE LOWEST INITIAL BID. RESPONDENT IS RESPONSIBLE FOR ANY AND ALL COSTS IN CONJUNCTION WITH RESPONDENT'S PARTICIPATION IN THIS SOLICITATION.

1.2 CONFIDENTIAL INFORMATION

Respondent shall regard and preserve as confidential, all information received from ESI and related to the business activities of ESI, as well as third parties, exclusive of any information of public knowledge. Respondent shall hold such information in trust and confidence and accordingly agrees to disclose such information only to its personnel who have a need to know such information in connection with Respondent's response to this RFP and only if such personnel are subject to non-disclosure requirements at least as restrictive as those contained herein.

If Respondent is a party to a valid Mutual Non-Disclosure Agreement with ESI, then the terms of that agreement will govern the handling of confidential information under this RFP.

1.3 CODE OF ETHICAL BUSINESS CONDUCT

ESI has established a set of company standards and business practices defining our Guiding Principles and Code of Ethical Business Conduct, (collectively, the "Code"), by which all ESI Suppliers must abide, while they are conducting business with and/or on behalf of ESI. The Business Conduct is addressed on pages 6-7 at the following website:

https://www.kcpl.com/-/media/indexedmedia/about_kcpl/business/code_of_conduct/codeofethicalbusinessconduct.pdf

The Respondent is responsible for ensuring that their employees and subcontractors understand and adhere to the Code. ESI reserves the right to request immediate removal/termination of any Supplier (or Supplier's employee, agent or subcontractor) who has behaved in a manner that is unlawful or in breach of the obligations imposed by the Code.

2.0 INSTRUCTIONS TO RESPONDENTS

2.1 RFP PROCUREMENT SCHEDULE

The procurement schedule for this project is as follows:

IND SC	Completed by Date
RFP Available	9/17/2019
Notification of Intent to Bid 8:00 AM CST	9/18/2019
Mandatory Pre-bid meeting 10:30 AM CST 1101 E Main St.; Independence, KS 67301	9/18/2019
Respondent Questions Due 12:00 Noon CST	9/23/2019
Proposal Responses Due 12:00 Noon CST	9/27/2019
Contractor Selection	10/1/2019

Note: ESI reserves the right to adjust this schedule as necessary.

2.2 ESI DESIGNATED CONTACT

Upon release of this RFP, all Respondent communications shall be directed to the RFP Official Contact listed herein. Unauthorized contact regarding this RFP with any other ESI employees or any third-party may result in disqualification. Any oral communications will be considered unofficial and non-binding by ESI. Respondents shall rely on written statements issued by the RFP Official Contact.

ESI Designated Contact: Teresa Eichman
Title: Sourcing Specialist Sr.
Address: 818 South Kansas Ave
Address: Topeka, KS 66612
Office Phone: (785) 575-6526
Email: Teresa.Eichman@evergy.com

2.3 NEW SUPPLIER REGISTRATION

All potential suppliers are asked to complete the new supplier registration form, at <http://www.kcpl.com/about-kcpl/doing-business-with-kcpl/supplier-registration>, to be considered for work with ESI or its affiliates. Detailed instructions for completing the new supplier registration form can be found at the same web address.

2.4 NOTICE OF INTENT TO BID

Please acknowledge receipt of this RFP and confirm that your intention to respond by **8:00 AM CST 9-18-2019**. Please direct your acknowledgement via email to Teresa.Eichman@evergy.com. Should any addenda to this RFP be necessary, such addenda will be sent to all Respondents who have submitted a Notice of Intent to Bid.

2.5 PROPOSAL SUBMITTAL

Proposals for this RFP must be received electronically in accordance with the RFP Timeline. Please be prepared to conduct follow-up discussions upon submission of your proposal. Please follow the submittal guideline below.

RFP's must be received on or before **12:00 noon (CST) on 9-27-2019** to the following address: Teresa.Eichman@evergy.com

2.6 PROPOSAL WAIVER

ESI reserves the right to reject any and all proposals, to waive any of these procedures for submitting proposals, to waive any formality or informality in proposals received, to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part or not at all if it is deemed in ESI's best interest. ESI reserves the right to negotiate after proposals are opened with any Respondent, if such action is deemed in the best interest of ESI. ESI reserves the right to negotiate any of the terms and conditions as proposed, including the ability to require the Respondent to indemnify and hold harmless others and name others as additional insured on their general liability policy if it is deemed in the best interest of ESI. Respondent is responsible for any and all costs in conjunction with Respondent's participation in this solicitation.

2.7 EVALUATION CRITERIA

Respondent will be evaluated using the following criteria: Planning, Productivity, Quality, Cost-Effectiveness, the ability to comply with ESI's Contractor Safety Requirements and documentation and Diverse Supplier Participation, and will be based on the information provided in the Respondent's proposal and work sample, and any other information available to the ESI team. ESI reserves the right to modify these criteria without prior or subsequent notification to Respondents. The listed criteria have varying degrees of importance. However, they are not listed in any such order.

2.8 PROPOSALS BINDING

All proposals submitted shall be binding upon the Respondent, if accepted by ESI, for 180 calendar days from the proposal submission deadline. No proposals may be withdrawn during this 180-day period. Negligence upon the part of the Respondent in preparing the proposal confers no right of withdrawal after the time fixed for the submission of proposals.

2.9 ACCEPTANCE OF RFP CONTENT

Provisions of this RFP, the contents of the successful response and the results of negotiations will be used for establishment of final contractual obligations. ESI and the successful Respondent shall enter into a written contract for the work to be performed. It is expressly understood that any or all of this RFP and the Respondent's proposal may be attached and/or included by reference in an Agreement signed by ESI and the successful Respondent.

2.10 DULY AUTHORIZED SIGNATURE ON ALL PROPOSALS

The proposal must contain the signature of a duly authorized officer of the Respondent empowered with the right to bind the Respondent.

2.11 RIGHT OF REJECTION

ESI reserves the right to accept or reject any or all of any proposal submitted. ESI also reserves the right to withdraw or modify this RFP in any manner at its sole discretion.

2.12 INTERPRETATION

The words "shall" or "must" are used to signify minimum requirements that are to be met for a qualified vendor solution. The word "may" is used to signify an optional item.

3.0 COMMERCIAL TERMS

3.1 GOVERNING AGREEMENT

All work related to the RFP will be performed under the terms and conditions of the Master Service Agreement, sent separately with RFP email.

If Respondent is currently a party to an agreement with ESI that Respondent believes is appropriate for the proposed work, Respondent shall note the name and date of such agreement in their response.

3.2 EXCEPTIONS TO THE Master Service Agreement

Exceptions to the Master Service Agreement must be entered by the Respondent in the Word document itself using the track changes feature of MS Word. A separate supplemental document may be submitted to explain the Respondent's rationale or comments relative to the exceptions taken.

NOTE: The volume and magnitude of exceptions taken by each Respondent will be key criteria in ESI's evaluations of the Proposals received in response to this RFP.

3.3 PAYMENT TERMS

Payment in full will be made on agreed upon terms. Below are the standardized payment terms offered by ESI.

Payment Method	Payment Term
ACH	2/15 Net 30
Vcard	Net 15
ACH	Net 30

4.0 SPECIFICATIONS

This section describes the work upon which ESI is asking Respondent to propose. It may include, among other items, the nature, scope, volume, location, conditions, and deadline/duration of the work. If the Respondent is supplying goods in connection with the work, technical specifications or similar requirements documentation may also be included. ESI may give volume estimates or representative data to help Respondent better understand the scope of the services, but reserves the right to alter these at any time.

4.1 SERVICES TERM

The services are required beginning 10-2-2019 through 12-31-2019.

Note: ESI reserves the right to adjust this schedule as necessary.

4.2 SCOPE

Independence SC - General Building Improvements

Project consist of restroom renovations, window replacements and general remodeling of the Independence SC. All work is enumerated on the plans and specifications produced by Heckman and Associates P. A., Architects.

Union trade requirement – Only electrical work requires union affiliation, all other work will have no trade requirements.

Local Evergy Electrical and HVAC service contact person(s) will be provided.

Exhibit A – Sheet – T1 IND 3524

Exhibit B - Sheet – T2 IND 3524

Exhibit C – WE Independence SC Interior Renovation 3254

Exhibit D – FINAL ARCHITECTURAL 09102019

Exhibit E – MEP Westar 9-9-18 review set 3254

NOTE: The volume and magnitude of exceptions taken by each Respondent will be key criteria in ESI's evaluations of the Proposals received in response to this RFP.

5.0 CONTENT OF PROPOSAL

5.1 INTRODUCTION

Provide the following information relative to your firm:

1. Firm name, business address, and telephone number.
2. Year firm was established and a very brief history. Include any former firm names, years of operation under those names, and any former or pending mergers or acquisitions involving your firm.
3. Type of ownership and parent company, if any.
4. Dun & Bradstreet ID number.

5.2 SAFETY

ESI considers safety the number one priority. Respondent shall describe the safety culture within Respondent's company and explain how Respondent intends to build safety into the process. Respondent will be obligated to comply with all safety requirements of any final agreement for services and/or goods between the parties, which may include being registered with ISN. ISN is ESI's third-party contractor safety compliance service provider.

If work is to be performed at any of the generating station locations, all work is to be performed in accordance with the approved "Contractor Safety Requirements document" applicable to all contractors-suppliers entering the property of ESI, its parent company or any affiliated company for the purpose of delivering goods and services. The "Contractor Safety Requirements" may be amended from time to time without prior notice. (The Generation CSR document can be located at the link below).

For further information on ESI's Contractor Safety Program and documentation requirements, go to:

<http://www.kcpl.com/about-kcpl/doing-business-with-kcpl/code-of-conduct/contractor-safety-requirements>

Questions/Inquiries to the Generation Contractor Safety Requirements document must be entered by the Respondent in the word document itself using the track changes feature of MS Word. A separate supplemental document may be submitted to explain the Respondent's rationale or comments.

5.3 DIVERSE SUPPLIER PARTICIPATION

ESI is a strong supporter of the development of diverse businesses and sets utilization goals to optimize the use of certified diverse businesses. "Diverse Suppliers" shall include businesses in the following categories: Small Business, Minority-owned Business Enterprise, Woman-owned Business Enterprise, Disabled Business Enterprise, Veteran Owned Business Enterprise,

Disabled Veteran Owned Business Enterprise, Service Disabled Veteran Business Enterprise, HUBZone Small Business, 8(a) and Small Disadvantaged Business.

When utilizing subcontractors, Respondent shall proactively pursue Diverse Supplier participation. Contractor shall optimize its involvement of certified diverse businesses and work toward achieving utilization of at least fifteen percent (15%) of the final total dollars payable under this Contract while not incurring any additional costs. This is for each 12-month period of the agreement term. Participation shall be determined on the basis of the total dollars spent in connection with the Work covered by this Contract. The diverse business participation may be as joint venture partner(s), supplier(s), Subcontractor(s), subconsultant(s), and/or distributor(s) and/or as direct and/or indirect purchases. Upon a minimum of five (5) days' notice, ESI shall have the right to inspect all supplier records relating to its attempts to achieve this goal. If Respondent is planning to utilize subcontractors, and the contract equals or exceeds \$700,000 for goods and services (\$1.5 million for construction projects), respondent shall submit a detailed small business subcontracting plan addressing how diverse supplier participation will be achieved in this Request for Proposal.

This is a mandatory requirement and must be addressed in your proposal.

For further information on ESI's Diversity program, 2nd tier form, and an example of a Small Business Subcontracting Plan template, please go to:

<http://www.kcpl.com/about-kcpl/doing-business-with-kcpl/supplier-diversity>

Diverse Supplier participation will be used as a part of the overall evaluation of this Proposal. The participation can be as Joint Venture Partner(s), Supplier(s), Subcontractor(s), or Distributor(s), and through direct purchases.

Certification as a Diverse Supplier is required to qualify. ESI recognizes certification by many organizations, including but not limited to the following:

- Mountain Plains Minority Supplier Development Council
- The City of Kansas City, Missouri
- State of Missouri
- State of Kansas
- US Small Business Administration
- Women Business Enterprise National Council (WBENC)

ESI also recognizes self-certification in some instances.

Please contact the ESI Designated Contact or the following ESI personnel if Respondent requires further assistance in identifying certified Diverse Supplier firms:

Supplier Diversity Department

Phone: 800-880-1952

Email: suppdiv@kcpl.com

6.0 PRICE PROPOSAL

6.1 PRICE

Respondent ***shall propose a Firm pricing structure for all services and/or goods described in this proposal.*** ESI will award the bid, depending on the bid responses and Respondent(s) capabilities, which is in the best interest of ESI.

The Respondent(s) may bid all ESI services as (Bundled) or by individual service for the Independence SC - General Building Improvements services. Respondent may do the same for any goods to be supplied under this RFP.

Note: ESI reserves the right to negotiate best and final offer with the Respondent selected.

6.2 ALTERNATIVE PROPOSAL AND PRICING

Respondent is encouraged to provide innovative alternative proposals and pricing, in addition to a proposal meeting the requirements of this RFP.

7.0 RESPONDENT REPRESENTATIONS AND SIGNATURES

7.1 RESPONDENT REPRESENTATIONS

In submitting this Proposal, Respondent represents, as more fully set forth in this RFP, that:

7.1.1 Respondent is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.

7.1.2 Respondent is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work.

7.1.3 Respondent has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the sites or otherwise which may affect cost, progress, performance, or furnishing of the work, or which relate to any aspect of the means, methods, techniques, sequences, and procedures of the work to be employed by Respondent and safety precautions and programs incident thereto.

7.1.4 Respondent does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Proposal for performing and furnishing of the work in accordance with the times, price, and other terms and conditions of this RFP.

7.1.5 Respondent is aware of the general nature of work to be performed by ESI and others at the sites that relates to the work for which this Proposal is submitted as indicated in the RFP.

7.1.6 Respondent has correlated the information known to Respondent, information and observations obtained from visits to the sites and the RFP, and all additional examinations, investigations, explorations, tests, studies, and data with the RFP.

7.1.7 Respondent has given ESI written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent has discovered in the RFP, and the written resolution thereof by ESI is acceptable to Respondent.

7.1.8 The RFP is generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this Proposal is submitted.

7.2 DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in the Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in the Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a Proposal; and that it is in all respects for and in good faith.

The undersigned hereby certifies that he or she has read, examined and fully understood all of the RFP and its attachments and has familiarized himself or herself with conditions affecting the work.

The undersigned hereby certifies that, with the exceptions listed above, it offers to furnish and/or erect the services and equipment in strict compliance with the terms and conditions of this RFP.

Dated this _____ day of _____, 20____

Respondent _____

By _____

Title _____

Business Address of Respondent

State of Incorporation

Address of Principal Office

