

KANSAS CITY AREA TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSALS (RFP) #F19-7027-59

INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)  
ON-CALL REAL ESTATE CONSULTANT SERVICES

ADDENDUM #1

Issue Date: April 5, 2019

This Addendum is hereby made a part of the Request for Qualifications and Project Documents to the same extent as if it was originally included therein and is intended to modify and/or interpret the bidding documents by additions, deletions, clarifications or corrections. The Contractor shall acknowledge receipt of this Addendum in their Proposal on the attached "Receipt of Addenda" form, which is to be included with the Proposal submittals. In Volume II – Contractual.

**CLARIFICATIONS/ADDITIONAL INFORMATION**

**1. The Proposal Schedule, Section 1, has been changed as follows:**

Questions, Comments and Requests for Clarifications Due to KCATA.....April 10, 2019  
2:00pm

**All questions, comments and requests for clarifications must be directed to Tamie McGranahan at [tmcgranahan@kcata.org](mailto:tmcgranahan@kcata.org)**

KCATA's Response to Questions, Comments and Requests for Clarifications .....April 12, 2019

RFQ Closing.....May 3, 2019  
2:00pm

Interviews (Tentative and if required).....Week of May 20, 2019

Contract Award.....June 2019

**2. The list of attendees (in person and via tele-conference) at the Pre-Proposal Conference held March 29, 2019 is as follows:**

NAME	COMPANY NAME	PHONE #	EMAIL ADDRESS	DBE?
Jason Glasrud	CBC Real Estate Group	913-608-3331	jglasrud@cbcrealestategroup.com	NO
Bill Crandall	CBC Real Estate Group	816-210-3728	bcrandall@cbcrealestategroup.com	NO
Mike Klamm	CBRE	816-756-3535	mike.klamm@cbre.com	NO
Nick Suarez	Newmark Grubb Zimmer	816-512-1012	nsuarez@ngzimmer.com	NO
Karen Curls, Ph.D.	Curls Jude Joseph Property Group	816-923-5700	curlsjudejoseph@yahoo.com	YES
Ulysses Clayborn	Clayborn & Associates, LLC	816-994-8868	deke@claybornlaw.com	NA
Jill Folsom	Clayborn & Associates, LLC	816-994-8868	jill@claybornlaw.com	NA

### 3. REVISED SCOPE OF WORK:

#### SECTION 2 SCOPE OF SERVICES / WORK

##### 2.1 Introduction

The Kansas City Area Transportation Authority (KCATA) has moved proactively into real estate and development when it mutually promotes ridership, relationships and revenue in the KCATA's major transit corridors. While real estate has always been a factor in our station locations and mobility centers, today real estate and development are primary drivers of interest, impact and potential benefit to KCATA's mission in support of our stakeholders and riders. Developers and employers are looking at development with the potential to create "value-added" benefits for their projects by accessing transit, riders, and multiple forms of transit services including mobility, walkability and workforce.

The intent of this solicitation is to provide the KCATA with qualified firms under Indefinite Delivery/Indefinite Quantity (IDIQ) contracts to provide "on-call" real estate services in two categories; **note that this is not a solicitation for a development partner or investor specific to any one project or projects.**

Firms may be directed to work with the RideKC Development Corporation, which operates as a 501(c)(3) non-profit entity.

The KCATA intends to award contracts for the following real estate brokerage and development services limited to the Kansas City metropolitan area:

- A. Real Estate Brokerage Advisory and Transactions;
  - 1. Selling;
  - 2. Purchasing; and
  - 3. Leasing.
  
- B. Real Estate Consulting and Advisory Services;
  - 1. Land Planning;
  - 2. Development Budgeting;
  - 3. Public Finance Tools; and
  - 4. Land Acquisition and Oversight of Development.
  
- C. Transit Orientated Investment Development Property and Advisory Services;
  - 1. Market evaluation;
  - 2. Economic feasibility analysis;
  - 3. Project budget development;
  - 4. Financial development analysis; (cash flow and debt service) and
  - 5. Sourcing capital.
  
- D. Real Estate Support Services;
  - 1. Environmental studies;
  - 2. Appraisals;
  - 3. Zoning and land use;
  - 4. Closing Services;
  - 5. Title survey and correction;

6. Use studies, forecasting and trends; and
7. Conservation/Blight Studies.
8. Other related services as needed.

**NOTE: Respondents may submit qualifications in one or any combination of the above four categories. Firms may be selected in one or both categories providing they meet the required qualifications for each.**

## **2.2 Scope of Services / Work**

### **A. General Information**

The Kansas City Area Transportation Authority (KCATA) is soliciting statements of qualifications for on-call professional real estate services, from firms / consultants holding licenses in both the states of Missouri and Kansas, regarding their interest and ability to provide all or a portion of the real estate brokerage, consulting, support and development services, directly or through sub-contracted firms. Federal funds are likely to be used in these projects, so firms will be expected to understand and be able to meet all federal requirements. The KCATA anticipates the award of a minimum of one and up to three contracts within each category.

At this time, the KCATA has not identified specific projects, and, therefore, is requesting statements of qualifications based on the broad scope of services in Paragraph B of this section.

The KCATA will negotiate initial one-year agreements with the firms or teams selected, with options for extensions at the sole discretion of the ATA for additional one-year periods not to exceed a total of five years for each consultant selected. Services will not be required on a continuous basis, but rather on an as-needed, project-by-project basis during the term of the agreement. When KCATA needs consultant services a Work Order ("WO") request will be negotiated and issued for each activity or project with one or more consultants. The KCATA may ask the on-call consultant to prepare a draft WO scope, budget and schedule for negotiation. Execution of a WO by both parties will constitute authorization to proceed.

The activities envisioned may require significant coordination with political jurisdictions and agencies that KCATA serves and with other organizations involved in transit design. Experience with local jurisdictions, and their codes and requirements, is a desired element of this procurement. Therefore, the Consultant's submittal should provide evidence of a working knowledge and experience in each category with different entities.

DBE firms are encouraged to submit qualifications as prime Consultants or sub-Consultants. Non-DBE firms are encouraged to submit qualifications with DBE's as joint venture or sub-agreement partners. We ask firms proposing, to outline their certification or inclusion policy for DBE participation

### **B. Description of Category Services. The KCATA seeks the following services:**

#### **1. Category A – Real Estate Brokerage Services**

The Authority may select multiple qualified firms in this category.

Firms submitting for Real Estate Brokerage Services should possess a full range of disciplines or assemble a team of professional sub-consultants capable of providing all the necessary disciplines that may be required. At a minimum, this firm or team should be licensed in both Kansas and Missouri and be capable of providing all phases of real estate negotiation including purchase, sale, lease, disposal, and managing of properties.

## **2. Category B – Real Estate Consulting and Advisory Services**

The Authority may select multiple qualified firms in this category. Firms submitting for Real Estate Consulting and Advisory Services should possess a full range of disciplines or assemble a team of professional sub-consultants capable of providing all the necessary disciplines that may be required.

- Ability to accurately create and develop land planning development analysis and reports for single and multiple properties.
- Ability to provide recommendations for revenue generation and reasonable return on investment goals beyond ridership generation for development projects.
- Ability to create timely development budgets for single and group development opportunities.
- Knowledge of redevelopment processes, public finance tools and agencies and the ability to package and present options to the KCATA and interested stakeholders for single and group properties. Recommending organizational and corporate structures to support development recommendations.
- Knowledge and ability to advise on potential land acquisitions and Oversight of Development, and maintain records and reporting.

## **3. Category C – Transit Orientated Investment Development Property and Advisory Services**

The Authority may select multiple qualified firms in this category. Firms submitting for Transit Orientated Investment Development Property and Advisory Services should possess a full range of disciplines or assemble a team of professional sub-consultants capable of providing all the necessary disciplines that may be required.

- Experience, team knowledge and ability to provide Advisory or development experience applicable to real estate and development consulting and specifically bring team capacity and experience for Transit Oriented Development.
- Advisory services may include crafting and refining policies and procedures to support Transit Oriented Development, presentations to committees and the KCATA and affiliate boards. The firm or firms engaged will assist, evaluate, and provide strategic recommendations in negotiating real estate purchases and or land and building leases, development plans, and single or multiphase projects that may include: commercial, residential, retail, mixed use, and affordable housing and associated financing, and entitlement tools that may be applicable.
- Knowledge of urban development including Opportunity Zones, and agencies in the Greater Kansas City region as well as community and neighborhood engagement work.
- Knowledge, ability and expertise to understand and perform market evaluation of individual properties and potential investment opportunities for multiple tracks of property in a defined area.
- Knowledge, ability and expertise to understand and perform economic feasibility analysis of individual properties and potential investment opportunities for multiple tracks of property in a defined area.
- Ability to develop and create accurate development project budget and corresponding timeline.
- Ability to create an accurate financial development analysis; (cash flow and debt service) as it relates to real estate development.
- Access and ability to identify and package sourcing capital for development projects.

#### **4. Category D – Real Estate Support Services**

The Authority may select multiple qualified firms in this category. Firms submitting for Real Estate Support Services should possess a full range of disciplines or assemble a team of professional sub-consultants capable of providing all the necessary disciplines that may be required. At a minimum, this firm or team should have appropriate licensing in both Kansas and Missouri, and be capable of providing support services for all phases of real estate negotiation including purchase, sale, lease, disposal, and managing of properties

- Experience, team knowledge and ability to provide title services that include securing and or addressing: property title insurance and clearing title, noting any exception.
- Ability to support and assist the KCATA and its team through acquisition and possible condemnation (led by legal counsel) in keeping with federal real estate acquisition requirements including any relocation services required.
- Environmental evaluations including providing or negotiating the services for Phase I and II assessments and coordinating work.
- Ability to manage, understand and/or secure property appraisals & review appraisals.
- Secure property surveys & legal descriptions for all properties.
- Managing the steps of closing process and recording real estate documents.
- Developing and acquiring easements and temporary use agreements including managing the right of entry and inspections.
- Review and assist with zoning, platting and other approvals steps in development process.
- For real estate: conduct market analyses and evaluation, marketing of property, tenant application, screening and evaluation, pre-sales and leasing process for RideKC properties. Coordinate marketing/application/pre-leasing/pre-sales process.

#### **2.3 Term of Contract**

The term of this agreement shall be for a period of date of contract award through one year. The KCATA shall have the option to renew the contract annually for up to four (4), one (1) year periods, not to exceed a total of five (5) years. Work in progress prior to expiration of the Agreement shall be completed and as construed by KCATA to be within the “contract term.”

#### **2.4 Qualifications of the Proposer**

- A. Qualified proposers will possess the skill set(s) required for the services specified herein. Experience working with transportation and quasi-governmental agencies is preferred, but not required.
- B. Qualified proposers will hold real estate brokerage licenses in both the states of Missouri and Kansas.
- C. The key personnel proposed and named in the submission shall remain assigned to the project throughout the period of the contract. No diversion or replacement shall be made without the submission of a resume and explanation of the professional work history of proposed replacement demonstrating equal or better skills and qualifications. Final approval of the replacement shall be by KCATA.

- D. Any subcontracting firm or individuals must be clearly identified in the proposal, as well as a brief description of how the subcontractor will be used. It is expressly understood that by proposing subcontractor(s), contractor assumes full liability and responsibility for the subcontractor's performance.

## **2.5 The IDIQ Contract**

- A. It is KCATA's intent to negotiate and award contracts with a minimum of two qualified firms.
- B. The contract will be an Indefinite Delivery/Indefinite Quantity (IDIQ) contract with an obligation for service being based on the issuance of a specific Work Order (WO) with detailed scope of services and cost information. The Authority is not obligated for services until a work order is issued and executed. It is expected that the value of contracted services shall not exceed \$250,000 annually, but the actual amount may be more or less and KCATA does not guarantee a minimum annual level of compensation to any Consultant awarded an IDIQ Contract.
- C. The IDIQ Contract will be a negotiated instrument and is an umbrella contract that does not designate specific projects or tasks of services. The IDIQ Contract establishes a relationship, specifying terms and conditions of employment, as well as establishing negotiated hourly rates for different professional, technical and administrative classifications of personnel proposed to be available for performance of work.
- D. Compensation for performance under the Agreement will be pre-determined between KCATA and the selected firm through one or more payment models that may include: consultancy fee, brokerage commission, and or development fees that may also be subject to successful financing for project, and or a combination of these payment models. Payment terms will vary for each work order based on specific or ongoing work assignments and role(s) sought.
- E. Consultants awarded an IDIQ umbrella contract will be offered an opportunity to negotiate for the award of specific Work Orders (WO). KCATA reserves the right to negotiate independently with each Consultant.
- F. The services may not be required on a constant, continuous basis, but rather on an as-needed, on-call basis, during the term of the Contract. The Consultant will provide services pursuant to negotiated WO. Each WO may vary in its size and scope and may entail providing a single support staff person for limited durations. Each WO will be issued on a fixed-price basis.
- G. The IDIQ contracts with consultants are NON-EXCLUSIVE. The KCATA expressly reserves the right to contract with other consultants and contractors for performance of the services described in this RFQ. KCATA retains and does not vacate any discretionary rights or authority because of any IDIQ Contract for specified services.
- H. Consultant's coordinator (team leader) will represent the consultant's team and will be the primary contact responsible for all transmittals and communications to the KCATA Project Manager. Likewise, the KCATA Project Manager will represent KCATA as the primary contact responsible for all transmittals and communications to the Consultant.
- I. The Consultant will notify KCATA whenever there is a new sub consultant to be added to the existing WO or to the contract and submit loaded hourly rates for their position. Prior approval from KCATA is required before the new sub consultant can be added to the current contract/WO.
- J. It is understood and agreed that the Consultant's agreement shall govern only those WO's mutually negotiated

and agreed to under each Consultant's IDIQ Agreement and shall not in any manner affect, modify, amend or otherwise change any other contract or agreement that may heretofore have been entered into between the parties.

- K. Negotiation of a WO shall not modify, change or amend the Consultant's agreement with the KCATA.

## **2.6 Work Order (WO) Process**

- A. The administrative procedures for issuing, negotiating and administering the Work Order are set forth below:
  1. The KCATA Project Manager may issue a request for preparation of a WO generally describing the objectives and goals of a project. The Consultant will develop the scope of work and outline the specific tasks to be accomplished. Tasks will be listed under specific discipline headings and each task will list the various category of staffing and hours required to perform the work. If applicable, other professional consultants and technical support services will be listed with estimated costs. Allowable, reimbursable expenses will be itemized.
  2. All travel expenses, if any, shall be approved in advance and in accordance with the KCATA's Travel Policy for Contractors as indicated in Attachment B. No modifications will be accepted.
  3. Each WO may contain a DBE participation goal, as established by KCATA prior to the WO's issuance. Consultants who fail to meet the DBE participation goal shall show and document its "good faith efforts" to achieve the DBE goal. Good faith efforts shall be based on KCATA's prior established requirements. Failure to provide established DBE participation or evidence of good faith effort on a WO will disqualify the Consultant from future work orders.
  4. For WOs that contain DBE goals, the Consultant will explain how and what means will be used to achieve the DBE goal (i.e., partnership, limited partnership, subcontractor, etc.). Only work performed directly by the DBE will be counted toward the DBE participation. Majority firms attached as subcontractors to DBE subcontractors on a WO will not be counted toward that DBE commitment.
  5. Once the WO has been accepted in writing by KCATA, Consultants may not remove or modify a DBE's work without prior approval from KCATA. The reasons for the termination, substitute or modification must be documented, with the DBE firm must be notified in writing prior to any change.
  6. KCATA Project Manager may issue a WO to a Consultant of KCATA's choice for negotiation of services and pricing. The Consultant will use the negotiated loaded hourly rate as agreed to in the IDIQ Contract. The Consultant will use the team leader, team members, subcontractors, and fees as agreed to in the IDIQ Contract.
  7. If a Consultant desires to be awarded a negotiated WO, they must negotiate in good faith and present KCATA with a fair and reasonable price position at the inception of negotiations. If negotiations fail, then KCATA will proceed to negotiate with the next consultant.
  8. All WOs will include the following information:
    - a. Proper name of the project or short title.
    - b. Assigned KCATA procurement number.
    - c. Brief narrative description of the project.

- d. Scope of work.
  - e. Identified disciplines involved, with various categories of staffing assigned and hours considered necessary for each work element at the contracted hourly rate, to be broken out between Prime and Subcontractor.
  - f. Amount of anticipated expenses.
9. For simple or small WOs the submittal procedures and data may be modified by the Project Manager. The complexity of the project will determine the makeup of the WO. In either case, KCATA will be looking for a clear, definitive description of the project so both the Consultant and KCATA may negotiate a fair and reasonable price for the services to be performed.
10. When a WO is accepted, a specific time of performance will be agreed to by both the KCATA and the Consultant. A written Notice to Proceed (NTP) will be issued.
11. Written approval of the WO by the Chief Financial Officer constitutes a Notice to Proceed (NTP). WOs may require work on an emergency basis, which may include nights and/or weekends.

**B. Additional Work Order Requirements**

- 1. KCATA may request the services of an IDIQ contractor to prepare an Independent Cost Estimate (ICE) in relation to a future WO. The contractor performing the ICE may not be selected to perform the services needed under that WO.
- 2. To mitigate any conflict of interest, Consultants will be restricted from participating in future competitive solicitations based on Specifications or Statements of Work developed under an awarded Work Order.
- 3. The contractor shall submit draft and final WOs in a timely manner. The KCATA and the contractor shall mutually agree upon the prescribed number of days for the contractor to submit the draft and final WOs.
- 4. KCATA's Project Manager reserves the right to reject any contractor-submitted WOs and request the contractor to submit a revised WO with adjustments (revised cost, length of time, solution recommendation, etc.)
- 5. The Contractor shall not be paid for the preparation of the WO.
- 6. The WO request, the draft and final WOs, and the contractor's project work must be within the scope of the performance requirements identified in the contract which the contractor was awarded and must not change any provision of the contract.
- 7. The KCATA's Project Manager shall have the right to modify the Scope of Work and prices may be changed. Changes in compensation for modifications, changes in the Scope of Work, or cancellation must be mutually agreed to in writing by the Consultant, the KCATA Project Manager, or other appointed KCATA representatives. All monetary changes will be approved under the signature of the KCAT Chief Financial Officer or designee. Such amendments will become attachments to the original WO, and will describe in detail the nature of the amendments, including staffing requirements, man-hours, reimbursables, cost adjustments, etc.



8. KCATA may terminate the WO at any time, for the convenience of the KCATA, without penalty or recourse, by giving written notice to the contractor at least ten (10) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the KCATA's designated Project Manager, become the property of the KCATA. The contractor shall be entitled to receive just and equitable compensation for that work completed and accepted by the KCATA pursuant to the WO prior to the effective date of termination.

## **2.7 Invoicing, Reporting and Evaluation**

- A. Progress reporting is a required element for each WO. The frequency and scope of reporting will be negotiated with each WO but is generally expected to be on a monthly basis providing a brief narrative status of work accomplished, work in process, compliance with WO budget and issues of interest to KCATA. KCATA expects to evaluate performance under each WO and discuss the evaluation results with the Consultant. The purpose of the evaluation(s) will be to ensure the continued quality of the Consultant's work under the agreement while making a record of performance.
- B. Invoices shall include the following information:
  - Contract number, Work Order number and Project title
  - Detail of work hours performed by Consultant's staff including rate of pay
  - Detail of work hours performed by any Subcontractor including staff and rate of pay. A copy of the subcontractor's invoice should be included.
  - Detail of any expenses incurred, including travel, along with receipts and documentation

## **4. REVISED LANGUAGE TO SECTION 4 PROPOSAL SUBMISION, EVALUATION AND AWARD:**

### **4.6 Cost/Price Proposal**

The firm(s) ranked highest by the evaluation committee based on the technical proposal will be asked to submit a Cost/Price Proposal. KCATA reserves the right to negotiate these rates with the Proposer or reject them. Selected firms should include cost/pricing information as requested below along with information about the corresponding services:

- A. KCATA will evaluate cost/price proposals for reasonableness, completeness, and realism as appropriate.
- B. Detailed and summary cost proposals may include the following fee options for the 4 categories set forth in section 2 and subsection 2.2(B):
  1. Base contract fee.
  2. Proposers are asked to submit fully loaded hourly rates, position and name of all employees and support staff that will be utilized on KCATA's matters.
  3. Brokerage commission.
  4. Straight consulting fee pricing.

5. Fixed fee. Please include employee job descriptions/titles, hourly labor rates, overhead rates and profit.
  6. Alternative fee options.
- C. Travel expenses, if any, must be approved in advance by KCATA and will be based on KCATA's Travel Policy for Contractors (Attachment B).
  - D. The costs/prices included in the cost/price proposal must be fair and reasonable and should include all items of labor, materials, and other costs necessary to perform the project. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.
  - E. Proposers must submit a separate Cost/Price Proposal for each category of services they are interested in performing.
  - F. Proposers may submit a bid with cost saving options for the services requested in this RFQ.
  - G. Proposers should submit bids with a fee structure that includes service fees consistent with most favored client status (billable rates should be no higher than the lowest rate billed to any client of the proposer).

**DO NOT SUBMIT ANY COST/PRICING WITH YOUR INITIAL PROPOSAL.**

#### **PROPOSER QUESTIONS**

Interested proposers were encouraged to submit questions regarding the Request for Qualifications was initially issued on March 20, 2019. Due to the change to the Scope of Work and to the Cost/Price Proposal Instructions (see above), we will answer questions received previously that still pertain to the RFQ as is, as well as any received before the April 10, 2019 – 2pm due date via a second addendum on April 12, 2019.

**END OF ADDENDUM 1**

KANSAS CITY AREA TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSALS (RFQ) #F19-7027-59  
INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)  
ON-CALL REAL ESTATE CONSULTANT SERVICES

**RECEIPT OF ADDENDA**

Proposers shall return this form when submitting their proposal as part of Volume II – Contractual. The form shall be signed and dated by an authorized representative of the firm. Failure to submit this form may deem the Bidder non-responsive.

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*We hereby acknowledge that the Addenda noted below have been received and all information has been incorporated into the Invitation for Bid as required.*

Addendum #1 dated April 5, 2019                      Date Received \_\_\_\_\_

**If Applicable:**

Addendum #2 dated \_\_\_\_\_                      Date Received \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_                      Date Received \_\_\_\_\_

Addendum #4 dated \_\_\_\_\_                      Date Received \_\_\_\_\_

Company Name \_\_\_\_\_                      Date \_\_\_\_\_

Address/City/State/Zip \_\_\_\_\_

Authorized Signature \_\_\_\_\_                      Printed Name \_\_\_\_\_

Telephone \_\_\_\_\_                      Fax \_\_\_\_\_                      Email \_\_\_\_\_