

UNIVERSITY OF MISSOURI SYSTEM REQUEST FOR PROPOSALS RFP #24006

Proposed Lease of Property Rockhill Road, Kansas City, MO

Issued November 14, 2023

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I. RFP SUMMARY/PROPOSAL CONTENT

A. Summary

The Curators of the University of Missouri on behalf of the University of Missouri – Kansas City ("University") invite the submission of proposals from interested registered student organizations considered social fraternities or sororities ("Greek Organizations") to Lease one of three properties listed below (each referred to herein as the "Subject Property") pursuant to the lease terms attached hereto as Exhibit A, incorporated by reference herein.

- 5225 Rockhill Road, Kansas City, MO
- 5229 Rockhill Road, Kansas City, MO
- 5239 Rockhill Road, Kansas City, MO

Submittals that ensure a viable use while preserving the character-defining features of the selected/preferred Subject Property and also fit well aesthetically within the neighborhood will be given priority.

The information that follows is intended to provide only a general description of the Subject Property. Although the University believes it to be accurate, this information is not a representation or warranty of any kind, and the University assumes no liability, and expressly disclaims liability, for its accuracy. The Subject Property will be leased "as is".

Properties Background

The Subject Properties were removed from their former use as Greek Organization homes due to the building code requirement for the buildings to have sprinkler systems. The homes have been out of services for serval years now and the university seeks now to return the homes to services in partnership with the prospective Greek Organization tenant. UMKC has preliminary estimated costs to install sprinkler/fire control system and to restore each home to an acceptable level of finish at a minimum of \$1,300,000.



5225 Rockhill Road, Kansas City, MO

- 7 bedroom,
- 5 bath,
- 3,758 sf



5229 Rockhill Road, Kansas City, MO

- 8 bedroom
- 4 bath
- 4,216 sf



5239 Rockhill Road, Kansas City, MO

- 10 bedroom,
- 5 bath,
- 6,140 sf

B. Proposal Content

The University is seeking proposals that will provide funding to renovate the Subject Property to useable, code-compliant condition, in exchange for UMKC providing favorable, submarket, rental rate for a period of ten years. Detailed project proposals shall include the following minimum content:

- 1. <u>Qualifications.</u> This aspect of the proposal should contain information and materials to demonstrate the respondent's qualifications and financial capacity to successfully adhere to the terms and requirements discussed in Exhibit A.
 - Details of proposed user. Description of use and proposed occupancy. User must be a registered student organization that is considered a social fraternity or sorority.
 - Financial capacity sufficient to successfully meet the functional and financial requirements of the Subject Property as described in Exhibit A.

All submittals should include, at a minimum, the following elements organized in the following order:

- a brief description of the respondent;
- the respondent's understanding of key construction requirements unique to the Subject Property;

- 2. <u>Project Use/Design.</u> This aspect of the proposal must address the following:
 - Restore home condition adequate for occupancy.
 - Express use for approved fraternity/sorority organization.
- 3. <u>Project Schedule</u>. This aspect of the proposal must address the following:
 - Overall project schedule and the timing of planned improvements, substantial completion, lease commencement, and occupancy.
- 4. <u>Financial Plan.</u> The proposal must include a detailed financial plan. The plan must include:
 - Proof of available funding of at least \$1,500,000.
- 5. <u>Terms.</u> Acknowledgement of the contract terms set forth in Exhibit A, and confirmation of the respondent's understanding of and willingness to accept those terms.

II. SELECTION PROCESS

A. RFP selection content

Responses to the RFP will be evaluated based on the following content:

- Respondents Qualifications
- Project Use/Design
- Project Schedule
- Financial Capacity
- Organizations must maintain and remain in good standing and meet minimum expectations with and as defined by the Office of Student Involvement, Division of Student Affairs, UMKC.

It shall be the responsibility of the respondent to thoroughly read and understand the information, instructions, and specifications contained in this RFP. Respondents are expected to fully inform themselves as to the conditions and requirements of the RFP. Failure to do so is at the respondents' own risk. If a respondent's proposal is accepted, the respondent will be responsible for all errors in the proposal resulting from a failure or neglect to comply with these instructions.

Submission of a response to this RFP confers no rights on the respondent. Further, the University reserves the right to reject any and all proposals, waive informalities, technical requirements and/or deficiencies and irregularities; solicit new proposals; or further negotiate with the respondent of its choice if some other manner of negotiation better serves the University's interests. When evaluating a proposal, the University reserves the right to consider relevant information, whether gained from the proposal or any other source. The University reserves the right to request clarification of any portion of the proposal.

III. SCHEDULE / QUESTIONS / SUBMITTAL

A. Submittal and Review Process

Respondents have until Wednesday, February 28, 2024, to submit proposals to the University (refer to schedule in Section III-E below). The proposals must include all items described in Section I-B above. All proposals must be signed by a person authorized by the respondent. Following the submittal of detailed proposals, a University committee may elect to host presentations by the respondents who timely submitted a proposal. The location, date, and time of these presentations will be announced at a later date to such respondents. The proposals and presentations will be evaluated, and the University may develop a shortlist of such respondents to invite to a second interview. Each proposal will be separately evaluated.

The University committee will review all RFP proposals, presentations and interviews and select the respondent with whom the University will enter into negotiations. Approval by The Curators of the University of Missouri to proceed with the project will be conditioned upon the success of the negotiations. If the selected respondent and the University fail to enter into the Agreement, the University, at its sole discretion, reserves the right to terminate negotiations with the first selected respondent and enter into negotiations with any other respondent.

B. RFP Proposal Format

The proposal package must include an electronic copy delivered via a commonly accepted form of electronic media.

The cost of producing the proposal is borne solely by the respondent. The University will not be responsible for any of the costs of producing the proposal.

C. RFP Proposal Address and Deadline

The electronic copy of the proposal must be delivered to: meadek@umsystem.edu

Proposals must be received no later than 3:00 p.m., on Wednesday, February 28, 2024. Respondents will be responsible for the delivery of proposals on or before the RFP Due Date listed in this document. Late proposals will not be accepted.

D. RFP Questions and Clarifications

Questions regarding the RFP process should be directed to the following person with "RFP & RFP #24006" in the subject line:

Kristen Meade
Director of Procurement, Chief Procurement Officer
University of Missouri System
Email: meadek@umsystem.edu

All questions must be submitted in writing via email. Questions should not be directed to any other University departments or staff. Substantive information or material provided to any respondent, as a result of questions received, will be provided to all respondents in a manner deemed appropriate by the University.

E. Schedule

RFP Issue Date

November 14, 2023

Pre-Proposal Property Tour

Question Submittal Date

RFP Due Date

November 14, 2023

1:00 pm, November 30, 2023

3:00 pm, January 31, 2024

3:00 pm, February 28, 2024

A pre-proposal property tour will be scheduled for November 30, 2023, at 1:00 P.M. Central Standard Time, beginning at the Subject Property located at 5225 Rockhill Road, Kansas City, Missouri. All interested proposers are welcome to attend.

END OF DOCUMENT

EXHIBIT A

SUBJECT PROPERTY

The subject property shall consist of the residence located at 5225 / 5229 / 5235 Rockhill Road, Kansas City, Missouri, located near the UMKC campus (proposer to select preferred "Subject Property").

CONDITION OF SUBJECT PROPERTY

Lessor shall deliver Subject Property As-Is. Lessee may inspect Subject Property, using vendors of its choice, prior to lease execution.

Lessee will not be permitted to occupy the Subject Property until the structures have been made compliant to residential housing standards, as decided by the University's Authority Having Jurisdiction, at Lessee's sole cost. All plans must be reviewed and approved by University prior to commencing work, and a University certificate of occupancy must be granted prior to anyone occupying the space.

All improvements will be the sole property of the University upon lease expiration.

PERMITTED USE

Lessee must use the Subject Property for the housing of UMKC students who are members of the Lessee's Greek Organization.

COMMENCEMENT DATE

The commencement date shall be determined in fully executed lease agreement, ("Commencement Date") and Lessee shall be granted possession of the Subject Property upon Commencement Date. Lessee may complete alternations to the Subject Property anytime following the Commencement Date.

LEASE TERM

The term (the "Term") of the lease shall be for a period of ten (10) years from the Commencement Date.

EXTENSION OPTION

Lessee shall have the option to renew the lease for up to two consecutive five-year terms.

BASE RENT

Monthly Base Rent shall equal the amount that the University approves as market rate for a property of this type. The full monthly Base Rent shall be abated on a monthly basis, until the total amount of abated rent equals the total amount paid for construction and improvements by the Lessee, up to \$1,300,000. Upon the total abated Base Rent amount equaling the total construction cost, base rent will be reinstated at the predetermined market rate determined by University as adjusted by the Consumer Price Index.

Base Rent will be adjusted by the Consumer Price Index on an annual basis.

PARKING

Parking is not included in this Lease and Lessor makes no representation or warranty as to whether Lessee will have access to what Lessee may deem to be adequate parking. Lessee must separately address parking for its occupants and visitors with University of Missouri Parking and Transportation.

SIGNAGE

Lessor shall have sole approval rights of all signage requested by the Lessee. If approved, Lessee shall pay for the installation of such signage.

OPERATING EXPENSES AND REPAIRS & MAINTENANCE

Lessee will provide, at its cost, the utilities and other basic duties and services used at the Subject Property.

MAINTENANCE

All maintenance, snow removal, landscaping, and parking lot striping is to be paid by Lessee, all lease years.

INSURANCE

The Lessee shall maintain, during the term of this lease, Commercial General Liability insurance that covers the leased premises, "including, but not limited to parking facilities, sidewalks, ramps and stairs, which provide access to the leased facility." The Commercial General Liability policy with limits of \$1,000,000 minimum per occurrence and \$3,000,000 general aggregate shall include contractual liability, personal injury liability, and property damage to rented or leased property.

The officers, employees, and agents of The Curators of the University of Missouri are to be named as "Additional Insured". A copy of the additional insured endorsement that applies to this contract should accompany the certificate of insurance sent to the University.

In the event that the Lessee fails to maintain and keep in force the insurance, the Lessor shall have the right to cancel and terminate the established contract forthwith and without notice. The Lessee shall advise each insuring agency to automatically renew all policies and coverage in force at the start of, and resulting from, this contract until notified coverage requirements are revised. Certificates of insurance indicating the required minimum coverages as outlined above should be provided the landlord prior to commencement date.

The Lessee shall defend, indemnify, and hold harmless The Curators of the University of Missouri, its governing board, employees and agents against any and all liability, claims, costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Lessor or otherwise) occurring in connection with or in any way incident to or arising out of this occupancy, use, service, or operations, in connection with this contract, resulting in whole or part from the negligent acts or omissions of Lessee, employee, agent or representative of Lessee. Lessee will agree to follow proper methods of disposal of any chemical or pollutant used and will indemnify The Curators of the University of Missouri from any liability from the failure to do so. The lessor shall not be required to maintain

insurance against theft within the Leased Premises or the Building. (e) Policies of insurance that Lessee is required to maintain shall be issued by solvent and reputable insurance companies (minimum A. M. Best Rating A-, VIII) and in such form as are acceptable to Lessor. Lessee is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days of cancellation. The University reserves the right to request a copy of the policy.

REAL ESTATE TAXES/BUILDING INSURANCE

If applicable, real estate taxes and building insurance shall be paid by Lessee during the Term and any renewal term(s), if exercised.

UNIVERSITY RULES AND REQUIREMENTS

Notwithstanding the foregoing or anything else herein to the contrary, the parties acknowledge that the University is a state entity and the general authority having jurisdiction with respect to its operations and properties. The University requires compliance with its prevailing wage requirements and may require compliance with bidding and bond requirements for alterations, additions, improvements, and associated work at the Subject Property during the Term, whether by Lessor or Lessee.