



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT

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www.sedgwickcounty.org/finance/purchasing.asp

Request for Proposal
Traffic Control Device Inventory and Management System
#14-0050

April 24, 2014

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking proposals for qualified service provider(s) to provide a traffic control device inventory and management system and to perform the initial inventory of county-owned traffic control devices for Sedgwick County. The County may choose more than one vendor to perform the services requested. It is anticipated that an official contract or purchase order will be issued after Board of County Commission approval of the recommended proposal. It should be noted, however, that the County cannot guarantee the purchase of the services described herein.

Firms interested in submitting a response meeting all terms, conditions, and requirements, shall provide an original and four (4) copies of the attached *Response Form*, and requested supplemental information on or before **Tuesday, June 3, 2014 at 1:45 p.m. CDT**. Bids must be sealed in an envelope and marked with the firm's name and address, proposal number, proposal opening date, and proposal opening time. Late responses will not be accepted and will not receive award consideration. The time clock stamp in the Purchasing Department will determine the time of receipt.

Any questions regarding this document will be submitted in writing to Joe Thomas, Purchasing Director at jethomas@sedgwick.gov by 5:00 p.m. (CDT), Friday, May 16, 2014. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/finance/purchasing.asp under Current RFP's/RFQ's; to the right of the RFP/RFQ number and description no later than Friday, May 23, 2014 by 5:00 p.m. (CDT). **Vendors are responsible for checking the web site and acknowledging any addenda in their response.**

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this and other solicitations, and at the Sedgwick County Board of Bids and Contracts meeting. It should be noted that other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. More than one (1) proposal option may be submitted for consideration. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, the successful proposer will understand that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the Board of County Commissioners. Accept our assurance that the information provided will be used for evaluating the ability of your firm to handle this account and will not be shared with any persons not involved with the selection process.

Joe Thomas, C.P.M.
Purchasing Director

1. ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the County is seeking a solution, as described on the cover page and in the following Background Information section, not a bid/quotation meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award recommendation.** As defined in Charter Resolution No. 65, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the County. Those criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed equipment/service which best meets its required needs, quality levels, and budget constraints.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

2. GENERAL & BACKGROUND INFORMATION

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at nearly 503,000 persons. It is the sixteenth largest in area, with 1008 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,900 persons, and hosts or provides a full range of municipal services, e.g. - public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The Federal Highway Administration is requiring minimum sign retro-reflectivity levels for signs and other traffic control devices with retro-reflective faces. As a part of this requirement, the County needs to establish a comprehensive traffic control device inventory system with appropriate information on the devices so that responsible decisions can be made on necessary management and replacement of the devices contained in the inventory.

The basic elements of this system will include:

1. Field data collection effort to collect appropriate information on traffic control devices to provide for the creation of a comprehensive database of all signs in the County
2. An initial daytime and nighttime assessment of device condition including retro-reflectivity.
3. Annual website hosting/maintenance with appropriate backups to guard against loss of data.

The specifics for performing these functions are detailed in the attached "Traffic Control Device Inventory and Management System" and attachments and appendices (TCDIMS).

Attachment 1 to the TCDIMS is a map of roadways for which this service is to be provided. Roads in red, blue, green, orange and dashed red and brown comprise the Sedgwick County Highway System. This map is also available at www.sedgwickcounty.org/public_works/maps.asp.

The Sedgwick County Highway System is comprised of approximately 602 miles of roads, of which approximately 519 are paved 2-lane roads; 36 miles are multi-lane paved roads; and 47 miles are unpaved roads. The make-up is approximately 80% rural with the rest being suburban. Most of the multi-lane miles are suburban. Approximately 9,050 signs are installed on the County highway system. In addition, another approximately 2,550 signs are installed at County maintained bridges on the various township road systems within the County. A separate cost will be given by the proposer for the bridge signs on township roads as provided in the TCDIMS document within this proposal package. List of structures provided by County.

3. SCOPE OF SERVICES

See “**Traffic Control Device Inventory and Management System**” document starting on page 18.

4. MINIMUM REQUIREMENTS

The successful proposer(s) must meet the following requirements in order to provide a proposal:

- Have a minimum of five (5) years experience providing similar services.
- Provide at least three (3) references verifying exemplary service. These references **MUST** have received services similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, e-mail address, length of service provided, and a brief description of products/services provided.
- Have knowledge of and comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the County shall be followed with respect to the contract.
- Be duly qualified to do business in the State of Kansas upon contract award. Domestic (Kansas) corporations shall furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas in the form of a Certificate signed by the Kansas Secretary of State. In addition, the successful firm shall furnish a Corporate Resolution evidencing the firm’s authority to execute the Contract Documents and be legally bound by same.
- Must provide secured handling of all County records and materials.
- Identify a single point of contact for concerns and/or questions.
- Discuss any current local, state or federal violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide services and/or products.

5. SEDGWICK COUNTY’S RESPONSIBILITIES

To assist the successful respondent, Sedgwick County will do the following:

- Provide information, as legally allowed, in possession of the County, which relates to the County’s requirements for this project or which is relevant to this project.
- Designate a person to act as the County’s contract manager with respect to the work to be performed under this contract.

6. SELECTION CRITERIA

The selection process will be based on the responses to this Request for Proposal and any interviews required verifying the ability of the respondent to provide the services this document requires. A committee of County staff will judge each vendor's response based on the following criteria:

1. Meeting or exceeding all Request for Proposal conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
2. References verifying ability to provide the proposed services.
3. Implementation plan and services proposed.
4. Proposing services described herein with the most advantageous and prudent methodology and cost to the County.

Information provided by respondents in response to this Request for Proposal will be considered confidential by the County throughout the selection process, to the extent permitted by law.

Those submitting a proposal do so entirely at their expense. There is no expressed or implied obligation by Sedgwick County to reimburse any individual or firm for any cost incurred in preparing or submitting proposals, providing additional information when requested by Sedgwick County or for participating in any selection interviews.

The review committee will select the proposals, which appear most beneficial. These respondents may be asked to provide a presentation to the review committee during the evaluation period. No negotiations, decisions, or actions shall be initiated by any as a result of any verbal discussion with any County employee prior to the opening of responses to this document.

Sedgwick County reserves the right to select the service(s) and/or provider(s), and subsequently recommend for award, the proposed services that best meets required needs, quality levels, and budget constraints.

7. EVALUATION CRITERIA

The following evaluation criteria will be used to determine the proposer that best meets Sedgwick County's needs as outlined in this RFP:

- Overall quality of the proposal.
- Relevant experience in providing similar services.
- Experience and demonstrated success as indicated by references.
- The qualifications and experience of principal employees who will work with the County.
- Providing a proposal with the most advantageous and prudent methodology and cost.

8. CONTRACT TERM

The contract term will be negotiated by County and a successful proposer based upon mutually acceptable time frames for completion of the project.

9. PAYMENT TERMS

Payments for all specified services will be made with the following criteria taken into consideration:

1. Board of County Commission approval of the recommended proposal.
2. Regular payments will be made no more frequently than monthly, based on work completed.
3. Regular payments may be withheld until completion of agreed upon project milestones.
4. Payments will be made from correct and detailed invoices submitted for completed services.

10. CONFIDENTIAL MATTERS and DATA OWNERSHIP

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. **Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.**

11. QUESTIONS and CLARIFICATIONS

Any questions regarding this document must be submitted in writing to Joe Thomas at jethomas@sedgwick.gov by 5:00 p.m. (CDT) Friday, May 16, 2014. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/finance/purchasng.asp under Current RFPs/RFQs; to the right of the RFP number by 5:00 p.m. (CDT) Friday, May 23, 2014. **Vendors are responsible for checking the website and acknowledging any addenda on their response form.**

12. INSURANCE COVERAGE

The Provider shall provide a certificate of insurance naming Sedgwick County as an “additional insured” in the minimum amounts as specified herein. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of the Provider to ensure that any and all approved subcontractors meet the minimum insurance requirements.

The successful vendor shall furnish the county with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the county before work commences. Renewal of expiring certificates shall be furnished to the county 30 days prior to expiration.

The following minimum coverage is generally required of vendors providing services:

Workers Compensation	Applicable State Statutory
Employers' Liability	\$100,000.00
Contractor's Liability Insurance	Form of insurance shall be by a
Comprehensive General Liability and Comprehensive Automobile Liability	

Bodily Injury	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Property Damage	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability – Owned, Non-owned and Hired	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00
Professional Liability (if applicable)	\$500,000.00

13. INDEMNIFICATION

The successful vendor agrees to indemnify and hold harmless the County, its officers, employees, and agents, from and against all claims, damages, losses, and expenses arising out of the submission of your proposal and any possible subsequent limitation on the amount or type of damages, compensation or benefits payable for or by the vendor or any agent of the vendor under the Workers' Compensation Act, disability benefit acts or other employee benefits acts.

14. TERMINATION

The County reserves the right to cancel the contract and discontinue service with a thirty (30) day written notice as a result of the failure of the contracted provider to provided acceptable services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources. In the event of termination of this agreement as a result of a breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm to provide services.

15. TENTATIVE TIMELINE

The following dates are provided for informational purposes and are subject to change without notice:

Request for Proposal Issued -----	April 24, 2014
Question Submittal Deadline by 5:00 pm CDT-----	May 16, 2014
Addendum Issued by 5:00 pm CDT-----	May 23, 2014
Proposal Due Date by or before 1:45 pm CDT-----	June 3, 2014
Evaluations and Interviews of shortlisted vendors -----	June 3 - 10, 2014
Bid Board Recommendation -----	June 12, 2014
Board of County Commissioners Award -----	June 18, 2014

Work shall commence no later than 30 days after notice to proceed and be performed continuously until complete as defined in the TCDIMS contained within these proposal documents. The proposer will be released from further responsibility for data collection and database development when the traffic control device inventory is complete and useable to the satisfaction of the County.

16. GENERAL CONTRACT PROVISIONS

1. AUTHORITY TO CONTRACT.

A. Affirmation of Legal Authority. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

B. Required Documentation. Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

2. RELATIONSHIP of PARTIES.

It is agreed that the legal relationship between Provider and County is of a contractual nature. Both parties assert and believe that Provider is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Provider is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Provider, and employees of Provider, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Provider, and employees of Provider, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Provider.

3. PERSONNEL.

A. Qualified Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this contract.

B. Minimum Wages. Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

C. Employee Conflict of Interest. Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

D. Contractor's Safeguard. The parties to this agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this agreement Contractor assumes an affirmative and ongoing duty during the pendency of this contract to maintain compliance with requirements set forth in subsection E below. Such compliance requires the use of criminal or other legal background checks upon all personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.

E. Participant Safeguard. Contractor certifies that:

1) Persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, crime of moral turpitude or crime against another person during the ten-year period concluding on the date of execution of this contract or during the pendency of this contract, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to administer this contract or handle the funds conveyed under this contract;

2) Persons with convictions for crimes against persons, for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against children, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to provide services or interact in any way with persons served pursuant to this contract; and

3) Persons having been convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the five-year period concluding on the date of execution of this contract, or during the pendency of this contract, shall not be permitted to operate a vehicle in which a person served pursuant to this contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118.

4) Any question concerning the interpretation of this subsection E and/or its application to an individual shall be referred to the Director of the Agency administering the funding of this agreement for the County. The Director's decision shall be final for purposes of compliance with this contract. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Provider shall not be held accountable for cases in which diversions or deferred judgments are not reflected in an individual's criminal record, or for expunged convictions, if Provider would have no other reasonable way of knowing of these acts.

F. It is understood that this contract may be revoked at the discretion of the County if Contractor is in violation of Subsection E.

No penalty shall be assessed to the County for revocation of this agreement in the event of a breach of any portion of Appendix A, Section 3.

4. PROHIBITION OF CONFLICTS OF INTEREST.

A. **Interest of Public Officials and Others.** No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.

B. **Interest of Contractor.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

C. **Employee Conflicts.** Situations in which 1) an employee of the County shall also be an employee of Contractor at time of agreement, 2) an employee of Contractor seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Contractor during pendency of agreement, shall require written notice to the County at the addresses listed in Section Twenty (20) below. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds, 2) agreements, or 3) affiliate status to the Contractor or Contractor's competitors.

D. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that contractors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

5. FUNDING.

A. **Reprogramming of Funds.** It is understood and agreed that in the event the amount of funds County actually receives from the County mill levy is less than anticipated, County may decrease the total compensation and reimbursement to be paid hereunder.

B. **Inability to Perform Contract.** It is further understood and agreed that in the event Contractor's rate of progress on this contract is leading to underspending due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement.

C. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

D. **Non-Supplanting Existing Funds.** Contractor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources.

E. **Unexpended funds.** It is agreed by Contractor and County that upon termination or expiration of the contract, any unexpended funds shall be returned to County.

6. RECORDS, REPORTS AND INSPECTION.

A. **Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.

B. **Maintenance of Records.** Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

C. **Reports.** During the term of this contract, Contractor shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.

D. **Audit.** Contractor shall provide for an annual independent audit of its financial records and shall provide a copy of said audit to County, upon request. If not otherwise required by law to perform an audit and upon approval by County, Contractor may provide a copy of a financial balance sheet developed by a reputable accountant/accounting firm instead of a formal audit.

E. **Availability of Records.** Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.

F. **Contractor's Purchasing Procedure.** Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

G. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

7. METHOD OF BILLING AND PAYMENT.

A. **Billing Procedures.** Contractor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed on Page 1, Section 3 of this contract, payment shall be made after the receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this contract.

B. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in Section Six (6) above.

C. **Reimbursement Restrictions.** Payments shall be made to Contractor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.

D. **Pre-disbursement Requirements.** Contractor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Contractor.

E. **Mailing Address.** Payments shall be mailed to Contractor's address as listed in paragraph 20 below.

8. PARTICIPANT INPUT.

Contractor shall provide persons receiving services funded pursuant to this contract with an opportunity to assess and evaluate the program at least once during the contract term, unless such requirements are more specifically addressed elsewhere in this agreement or by statute.

9. LICENSES, PERMITS AND INSURANCE.

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, in its discretion.

10. INSURANCE REQUIREMENTS

Contractor shall annually provide a certificate of insurance to verify liability insurance. Sedgwick County shall be listed as an additional insured on the general liability policy, and the certificate should provide for at least a 10 day written notice of cancellation. If Contractor transports clients during services provided for under this agreement, evidence of auto insurance on the Certificate is required. Contractor shall also annually provide evidence of Professional Liability insurance, as appropriate.

11. EPA APPROVED BUILDING.

Contractor will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

12. ACCESSIBILITY.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

13. ASSIGNMENT.

Neither this contract nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other.

14. SUBCONTRACTING.

None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.

15. PUBLICATION OF CONTRACT RESULTS.

A. **Copyright.** If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted.

B. **Documentation of originality or source.** All published material and written reports submitted under this contract or in conjunction with the third party agreement under this contract will be originally developed material unless specifically provided for otherwise. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim or extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from County.

16. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.

A. **Service Standards and Procedures.** Contractor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified in Appendix B which covers the specific purpose, goals and objectives of this agreement.

B. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Kansas.

C. **Compliance With Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.

D. **Access to Meetings.** Contractor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.

17. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.

In carrying out this contract, Contractor shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

A. Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Contractor fails to comply the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.

D. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.

E. Contractor shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

F. The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to *K.S.A. 44-1031(c)*.

18. TERMINATION OF CONTRACT.

A. **Termination for Cause.** If Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of this contract, County shall thereupon have the right to terminate this contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and any appendices, exhibits or amendments thereto, if any.

In the event of termination, such information prepared by Contractor to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County and be immediately turned over to the County. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of this contract by Contractor and County may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due County from Contractor are determined.

B. **Termination of Contract on Other Grounds.** Except for paragraph A above, this contract may be terminated in whole or in part by either party, upon thirty (30) days written notice to the other party, stating the reasons(s) for the termination and the effective date of the termination. A partial termination shall also be specified in writing by the terminating party and shall not be effective unless and until the other party has given its written assent thereto. When this contract is terminated, Contractor shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. County shall allow full credit to Contractor for the grant share of the non-cancelable obligations properly incurred by Contractor prior to termination. Whether this contract is canceled by County or Contractor as provided herein, Contractor shall be paid for work satisfactorily completed, so long as the provisions applicable to Billing and Payment have been met by Contractor.

19. INDEMNIFICATION AGREEMENT.

Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

20. NOTIFICATION.

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Purchasing Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 823
Wichita, KS 67203

and

Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

Contractor: _____

21. Amendments to Agreement.

To provide necessary flexibility for the most effective execution of this contract, whenever both County and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

22. **Certificate of Tax Clearance.** Annually Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than 30 days prior to beginning date of the contract term.

23. **Debarment/Suspension.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the Excluded Parties List System (EPLS) shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been placed on the Excluded Parties List System (EPLS) and any federal funding received or to be received by Sedgwick County in relation to this Agreement prohibits Sedgwick County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the EPLS, the Contractor shall notify Sedgwick County in writing of such determination within five (5) business days as set forth in the Notice provision in this Agreement. Sedgwick County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under EPLS and to notify County within the same five (5) business days, and with the County reserving the same right to terminate for breach as set forth herein.

17. PROPOSAL CONDITIONS

In submitting a response to this Request for Proposal, vendors hereby understand the following:

1. Pricing offered in the proposal document will be provided to other local governments and governments whom Sedgwick County regularly enters into agreements.
2. Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
3. Sedgwick County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County. It will further be understood that each responder's sureties and insurers are subject to the approval of the County.
4. Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. **A vendor's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint.** The County may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.
5. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
6. Proposals may not be withdrawn for a period of 120 days following the opening of this *Request for Proposal*. Prices **MUST** also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.
7. Proposers **MUST** return the entire document with any supplementary materials to Sedgwick County, Kansas, Purchasing Department, 525 North Main, 8th Floor, Suite 823, Wichita, KS 67203, on or before 1:45 p.m. on the proposal due date. The time clock stamp in the Purchasing Department will determine the time of receipt. Bids and Proposals will be opened and acknowledged at 2:00 p.m. the same day and location unless other specified.
8. Envelopes/container containing Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time.

9. Sedgwick County interprets the term "lowest responsible and best bidder/proposer" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, and maintenance costs of items upon which proposals are received. Sedgwick County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective responders.
10. All requested information must be supplied. If proposers cannot respond to any part of this request proposers should state the reason they cannot respond. Proposers may provide supplemental information, if necessary, to assist Sedgwick County in analyzing their proposal.
11. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and shall become binding for all terms set forth herein, when it is accepted by the service provider by acknowledgment or performance, and subject to the terms and conditions of the County to be memorialized by written agreement.
12. After the award, if the successful contractor/supplier refuses or fails to make deliveries of the materials/services within the times specified in the *Request for Proposal*, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful respondent will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
13. The proposer responding to this proposal proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
14. If a response to this Request for Proposal is accepted, the proposer agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer.
15. Prior to a vendor being awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
16. Sedgwick County will not award to any vendor that is currently listed in the exclusion records of the SAM (System for Award Management) website maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
17. The proposer hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
18. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County, and will not be returned. Sedgwick County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation. Any confidential or proprietary information should be clearly marked.
19. Sedgwick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.

20. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas.
21. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
22. No prepayment of any kind will be made prior to implementation. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
23. Unless specified elsewhere in the document, all prices quoted must be F.O.B. Destination, Freight Prepaid and Allowed, which will include all delivery, handling, and any other charges related to delivery including surcharges.
24. The successful proposer may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable. If the successful proposer is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.
25. The successful proposer agrees all data, records and information, which the proposer, including its agents and employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of Sedgwick County. Proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information.
Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.
26. The Proposer agrees to comply with K.S.A. 44-1030, and hereby agrees that:
 - a. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;
 - b. In all solicitations or advertisements for employees, he or she will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;
 - c. If he or she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;
 - d. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas; and,
 - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
27. The successful proposer agrees all project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
28. The successful proposer agrees all contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.

29. Sedgwick County is desirous of allowing as many Kansas vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
30. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
31. No gifts or gratuities of any kind shall be offered to any County employee at any time.
32. The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.
33. Prior to the opening of proposals, proposers may correct, modify, or withdraw their proposals. A proposer who wishes to withdraw a proposal must make the request in writing to the Purchasing Director. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the proposer's proposal.

18. PROPOSAL CONTENT

Proposal response must include the following:

1. Proposal Response Form completed and signed. Acknowledge any addenda issued on response form page.
2. Provide a brief overview and history of your company.
3. Detailed information outlining responses to our proposal request and the services you provide. Narrative should clearly address all items listed in Section 3 (Scope of Services) and Section 4 (Minimum Requirements) as outlined in this document. Discuss your company's experience providing similar services and capacity to provide services to County.
4. Include a complete payment schedule listing the services proposed and rate for each service (including any additional fees or charges or minimum billable requirements).
5. Detail the assistance to be required by employees of Sedgwick County.
6. Provide three (3) references for which your organization has conducted similar services during the last five (5) years. Include name of business, address, phone number, contact person and title.
7. Any additional information necessary to assist the County in evaluating your proposal.

Proposal Response Form
Traffic Control Device Inventory and Management System
#14-0050

The undersigned, on behalf of the Proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME _____
DBA/SAME _____
CONTACT _____
ADDRESS _____ CITY/STATE _____ ZIP _____
PHONE _____ FAX _____ HOURS _____
TAX PAYER I.D. NUMBER _____ STATE INCORPORATED _____
COMPANY WEB SITE ADDRESS _____ E-MAIL _____
NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____
TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____
Partnership _____ Small Business _____ Manufacturer _____ Distributor _____ Retail _____ Dealer _____
General Nature of Business _____ FEIN/SS # _____ W-9 included _____
Not a Minority Owned Business _____ Minority Owned Business: _____ Certification # _____
African American _____ Asian _____ Hispanic _____ Native American _____ Other _____ Woman Owned Business _____

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/finance/purchasing.asp.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

Signature _____ Title _____

Print Name _____ Dated _____

TRAFFIC CONTROL DEVICE INVENTORY AND MANAGEMENT SYSTEM Scope of Services

Task 1 – Design and Implement a Traffic Control Device Inventory and Management System.

1.1 Electronic Traffic Control Device Inventory System

(a) Description

- i. This work shall consist of providing an internet-based traffic control device inventory site to the County that will allow tracking traffic control devices inventoried under the terms of this contract as well as future devices added to the inventory.
- ii. The internet site shall include all specific requirements outlined in this specification and shall be accessible by the County designated individuals only, by use of an interactive password security system.

(b) Site Components

The internet-based traffic control device inventory site shall consist of the following components:

- i. The internet site shall be constructed on a base map of the County provided by the County, using an Arc-info or similar type style base map of sufficient accuracy for the project. The base map shall indicate all applicable roadways within County rights-of-way and shall designate such roadways by proper name.
- ii. The internet site shall include navigation capabilities to pan and zoom different views at various locations and resolutions on the base map, allowing for viewing the project area and reported information.
- iii. The internet site shall be a secure site, accessible from a typical personal computer, and shall be accessible by password only. Passwords shall be granted to individuals at the County's discretion.
- iv. The internet site shall exhibit click and drag capability to allow the user to select a project feature or features, i.e., roadway corridor for pavement marking project – to obtain information about the roadway segment. When the cursor is placed over a project feature, data shall be displayed about that feature per the Data Requirements portion of this specification.

(c) Additional Requirements:

Within the data table, there shall be the ability to link a photograph associated to that specific feature. Tabular data shall include the ability to sort the data in ascending or descending order based on the column heading. All tabular data, generated through query, search or spatial select, shall be downloadable into a format consistent with Microsoft Excel or other County defined format.

The website shall include a search function that queries the data by, but not limited to, MUTCD type, device ID, post ID, current condition assessment, and device age. The result of the search shall be plotted on the map and displayed in tabular data.

The website shall have the flexibility to add new attributes that the County deems appropriate. The initial data reported on the website for each device component shall at a minimum consist of:

- A unique identifier for each device and each post/support
- GPS coordinates
- MUTCD device type (designation)
- Device orientation
- Post type
- Device & post condition

The website shall be fully functional within 90 working days of the notice to proceed on the contract and after receipt of the County provided base map. Data on the website shall be updated on a regular basis to report progress of work on the contract.

If at any time during the contract the County requests the data files, the Proposer shall provide them within 30 days from request. At the termination of the contract the Proposer shall provide all County data in a format consistent with Microsoft Excel or other County defined format.

- (d) The internet site and the field assessment computer shall have viewing features as listed in the Appendix A of the RFP.

1.2 Field Assessment Computer

The inventory database shall be updateable using a GPS and GIS enabled field assessment computer with internet capabilities that is used to capture and update traffic control device data in the field. The Proposer shall provide the County with one field assessment computer for inspection and verification during the duration of the bonding period. The GPS and GIS enabled computer shall have data upload/download function to synchronize the inventory database being housed on the website.

The field assessment computer shall allow the user to perform sign and post assessment tasks from a moving vehicle, via touch screen interface on a standard notebook computer running Windows operating system with features and functions as described in Appendix A.

The GIS applications shall be a stand-alone desktop application, not connected to the internet for any functionality or data, to be used on a standard notebook computer.

The Proposer shall provide two (2) field notebook computers loaded with the application to be used by the County as a part of the initial contract. If additional units are required, the Proposer will be compensated separately for each additional unit.

The field assessment computer shall use GIS data files in both ESRI Shapefile format and ESRI Personal GeoDatabase format. Additionally, the computer shall utilize GPS to continually update the user's current location relative to sign locations at a minimum of one (1) second intervals.

The graphical user interface (GUI) of the GIS application shall include:

- A legend panel showing symbology information for each GIS layer.
- A reference map showing the current map window in relation to the total project area.
- A scale bar and cursor location information.

- Basic pan/zoom navigational tools including selection tools.
- Feature attribute table showing attributes of selected devices.

The “device” data file shall be editable by either assessment buttons or editing the feature attribute data table directly. The user making the edits and the time/date stamp when the edit was made will be logged in the database for a minimum period of two years.

The “feature” attribute table shall include the ability to sort the data in ascending or descending order based on the column heading and be able to select which attribute fields are to be displayed for assessment.

The application shall connect with a master traffic control devices database to extract a copy of said database that will be used in the field assessment computer. A record “checkout” process shall NOT be used. Additionally, after an assessment cycle, docking shall add updated/changed assessment records to the master database in a separate assessment table.

The Proposer shall provide technical support for the field assessment computers throughout the contract term, in addition to providing unlimited data updates via automatic docking.

Task 2 – Perform Initial Traffic Control Device Inventory

- 2.1 The Proposer will perform a field review of the project area to verify or collect existing traffic control device inventory. The location of all devices shall be determined utilizing GPS. All device records shall indicate the location with an accuracy of +/- 1 meter. The device count shall have completeness of inventory. Allowable tolerance of 1.0%.

Initial inventory data reported on the internet based website for each existing traffic control device shall consist of the following:

- GPS located traffic control device posts/supports
- Location
- Traffic control device locations are to be expressed in terms of latitude and longitude. These shall be provided in both tabular and map format. Allowable positional variation from actual device location is one (1) meter while maintaining relative positional accuracy between signs. Device locations shall also be identified via the County’s standard grid system as shown on the County map.
 - Position – Left, Right, Center, Overhead
 - Device Code (MUTCD Designation)(or other if not standard MUTCD) Use 2009 MUTCD to identify the appropriate code.
 - Traffic control device conditions
 - Visual condition rating – critical, fair, good for daytime and nighttime assessments.
 - Maintenance Activities
 - Inspection and maintenance dates (record MM/DD/YY)
 - Dimensions (W x H)(estimated as necessary)
 - Post/Support Type
 - Post/Support Condition
 - Traffic control device orientation (cardinal direction sign faces w/fraction thereof as necessary)
 - Device/Post Reference Identification Number

- Image(s) of device (record digital image of each device face with link to location. Text ≥ 4 " in height must be readable.)
- Comments

Additional elements of the inventory that can be filled in at the time of the maintenance/replacement activities:

- Installation Date
- Sheeting Type
- Device Blank Type
- Offset
- Height
- Retro-reflectivity
- Prediction of remaining life
- Associated multiple devices per support
- Customized field for "milepost" (distance into mile from W or S)

2.2 Traffic Control Device Assessment Process and Data Collection

2.2.1 Traffic Control Device Image Capture and Data Collection

Proposer shall drive the roads for the entire project area capturing traffic control devices in both directions using a vehicle specially equipped to log GPS locations and 2-5 high quality pictures per second using multiple cameras. This results in a detailed GPS-photo log that needs to be post processed to extract device and post information to build the initial traffic control devices inventory database.

A final deliverable will be a comprehensive traffic control devices inventory database, delivered on a secured website for use as a device life-cycle management tool for the installation and maintenance activities for the included traffic control devices.

2.2.2 Allowable Assessments Methods

Traffic control device assessment shall consist of a visual inspection of all traffic control devices located within or associated with the County road rights-of-way. This inspection may be further supported by measurements as necessary to insure conformance to FHWA requirements for legibility and conspicuity under both daytime and nighttime driving conditions. Maintaining Traffic sign Retroreflectivity (2005 Edition) available from the Federal Highway Administration is incorporated herein by reference. Acceptable assessment methods include: Visual Nighttime Inspection Method and one of the following procedures: 1) Calibration Devices Procedure, 2) Comparison Panels Procedure, or 3) Consistent Parameters Procedure. Alternatively, the Proposer may elect to use the Measured Retroreflectivity Method wherein each traffic control device face is measured and recorded.

A daytime inspection shall be conducted to identify traffic control devices that require replacement due to damage, vandalism or obstruction.

2.3 Data Requirements

- 2.3.1 The Proposer shall create a log for each inspection which establishes the name of the inspector, assessment method, route, date, time, weather conditions, vehicle model and year of manufacture.
- 2.3.2 A GPS track log of the inspection shall be made available to the County of all inspected routes in ESRI shape file format.

Task 3 – Bridge Signing on Township Maintained Roads

Sedgwick County, Kansas, operates under the County-Township method of road maintenance. Approximately 2,550 additional signs are located at county-maintained bridges on the township systems. A list of these bridges and their relative locations will be provided to the successful proposer so that the associated signs can be incorporated into the traffic control device inventory as provided for other county-maintained devices as detailed in Tasks 1, 2, 4 and 5. The cost for this task will be provided separately.

Task 4 – Data Verification

In order to assure the quality of the traffic control device data collected, the County will be conducting audits on the positional accuracy, device count and attribute accuracy.

The County reserves the right to use County staff or hire a third party to audit the traffic control devices inventory prior to the final payment. In the event of a dispute, the Proposer will have the opportunity to perform an audit to compare their information with that provided by the County. The Proposer will be given the corridor and exact signs the County is using to conduct their audit. The Proposer will have the opportunity to present their findings to the County. The County has final dispute resolution oversight.

Task 5 – Annual Website Hosting and Maintenance

The successful proposer shall host the traffic control devices inventory on a secure website as described in Task 1.

The complete proposal should include discussion on how the Proposer will meet the requirements of this RFP with respect to the following items and the Proposer's costs for the following items:

Task Number	Estimated Quantity	Description	Unit	Unit Price	Total Cost
1	1	Design and implement web-based traffic control device inventory.	Lump Sum		
1a	1	Additional field assessment Computer and application software (additional devices at the discretion of the County)	Each		
2	1	Perform initial inventory	Lump Sum		
3	1	Incorporation of bridges on township roads within Task 2	Lump Sum		
4	1	Validate data	Lump Sum		
5	1	Annual website hosting/maintenance	Year		
5a	4	Additional years of annual website hosting/maintenance. (Additional years at the discretion of the County) (Unit price shall govern if less than four years is selected)	Year		

The Proposer's discussion should also include the following:

- Personnel to be used on this project and their qualifications.
- Required time frame to complete the initial inventory.
- Required time frame to provide a complete package as outlined in the various tasks.

Appendix "A"
to
**RFP for Traffic Control Device Inventory,
Management and Assessment Services**
(✓ indicates feature/function shall be available in the system)

Viewing Features			
Function	Description	Website	Field Computer
Tri-View	Launch street, oblique and aerial views in new browser window for location clicked on map (Require internet connection).	✓	✓
Feature Attributes	View pre-defined attributes for selected supports and signs.	✓	✓
Stock Image	Sign Viewer will display a stock sign image based on MUTCD code and stock support image based on support type.	✓	✓
Actual Photo	Sign Viewer will display an actual photo of the support assembly or individual sign if link exists.	✓	✓
Scale bar	The application shall have a scale bar to indicate relative lengths in the main map.	✓	✓
Multiple Photos	Details Panel allows for linking multiple photos for supports and signs. Photos will launch in County OS default image viewer.	✓	✓
GPS Track Log	Open previously recorded GPS track log and view bread crumb trail.	✓	✓
Grid View	Attributes for selected supports and signs will be available in grid form for review, sub-selection and export.	✓	✓
Overview Map	The application shall have an index map window which will display the one or more map layers for the entire project area and shall show the current extents of the main map window on the index map. The main map extents box shall be shown in a color that is sufficiently different from the map layers on the index map, that the main map extents box is visibly obvious to the user.	✓	✓
Variable Base Map	Base maps will be configurable with each jurisdiction.	✓	
Access to Help File	The application shall have a button to give the user access to a help file.	✓	✓
Display Lat/Long	The latitude/longitude coordinate should be displayed based on the current cursor location.		✓
Map Navigation Tools			
Map Export	Provides users with the ability to capture the map in a static output image format (i.e., JPEG, etc.) that can be printed on demand.	✓	
Map Zoom In	Zoom in by dragging extent window.		✓
Map Zoom Out	Zoom out by dragging extent window.		✓

Function	Description	Website	Field Computer
Shift + Click & Drag Zoom In	Holding the Shift key user can click and drag an extent window to zoom in.	✓	
Fixed Zoom In	Zoom in button	✓	
Fixed Zoom Out	Zoom out button	✓	
Zoom Selected	Zoom to selected button	✓	✓
Pan	Default cursor tool - horizontal/vertical navigation using click & drag.	✓	✓
GPS	Live GPS to follow current location. GPS needs to be connected to a real or virtual COM port. The application will automatically detect which port to use.		✓
GPS buffer	When toggled on, displays map tip with sign build-up for each support within buffer. The buffer will be a rectangle with the longer axis always aligned with the direction of travel. Buffer size and position will be configurable. The buffer will update at an interval specified in the configuration file. The buffer will only be available when the GPS is active.		✓
GPS Track Log	GPS input will be logged to a file on disk for later recall.		✓
Variable Max Extent	The max extent of the map will tie into the configuration of a jurisdiction.	✓	
Map Layer Control			
Base Layer Buttons	Toggle buttons for setting the base map.	✓	✓
Table of Content & Legend	The application shall have an interactive map layer legend window which will display all the individual dynamic map layers and map services that are displayable in the main map window and shall have the ability to toggle the visibility of each map layer on/off by clicking a checkbox next to each map layer. It may be toggled on/off as needed.	✓	✓
Legend swatches	Dropdown menu will show legend swatches for each layer.	✓	✓
Selection Tools			
Mode Indicator	The system will provide visual feedback to users indicating the current mode through which the user will interact with the map. This mode indicates what action to expect when the user clicks on the map. The list of modes includes, but will not be limited to, basic map navigation tools - zoom, pan, etc. - and methods associated asset management - post selection, movement, etc.	✓	✓
Toolbar	The system shall have toolbars that provide the user with button items to select the various options and actions that need to be performed in the application.	✓	✓
Map Click	Left click to select singular support	✓	✓
Select by Area	Draw extent to select supports	✓	✓
Query	Query support or sign data. Query results will be populated into the Sign Viewer and Grid View.	✓	✓
Addition Queries	Query builder shall have search capabilities for support/sign ID, assessment condition and route.	✓	✓

Function	Description	Website	Field Computer
Synchronization			
Manual Sync	Administrators can manually start synchronization provided there is a viable internet connection and the server is reachable.		✓
Reporting			
Pre-defined Reports	Launch pre-defined custom reports including Activity Total, Replace Quantity by Year, Sheeting Remaining Life, Sheeting Type Counts, and Activity by reason	✓	
Query Reports (Data Views)	Create reports based on attribute queries and link to photos from resulting report. Enter report parameters to search by. When reports are generated they can be: sorted by field, exported to Excel or pdf, refreshed, printed, page size may be altered, and a find by text feature may be used to search the report. Clicking on the Sign ID will pop-up photos of the sign/sing history.	✓	
Security			
Single Sign On	The user currently logged into Windows is automatically logged in when the application starts		✓
Login	Enter login credentials. The application shall restrict users to the available tasks according to the privileges assigned to the specific group to which the user is a member.	✓	✓
Security Groups	Four distinct security groups will be available - Administrator, Data Collector, Vendor and Read Only. Administrators have full capability. Data Collectors can edit data and create/complete tasks. Vendors can only complete tasks. Read Only cannot edit anything.	✓	✓
Markup/Measure			
Linear Measurements	Draw line on map to measure distance.	✓	✓
Draw Shapes	Draw various shapes on map and optionally calculate distance or area. The drawing can be saved as a file that can be loaded onto the website.	✓	
Retroreflectivity			
Retro Button	Allows admin user to edit retroreflectivity tables, which in turn update the replace year on the sign table. The tables shall consist of weathering mode (derived from temperature, UV exposure and humidity), sign sheeting type and sign sheeting color	✓	
New Signs	New signs have their replace year calculated at time of entry	✓	✓
Modified Signs	Modified signs have their replace year updated.	✓	✓
Editing			
Edit Anytime	The ability to edit supports and signs is managed based on individual user permission and is available in any mode to users with suitable permissions.	✓	✓

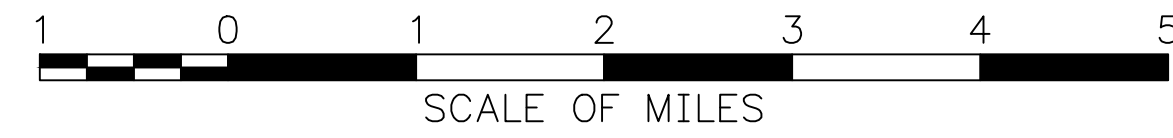
Function	Description	Website	Field Computer
Asset Maintenance	The system shall allow the user to quickly add a new, time-stamped maintenance record, i.e., task inspection, etc., for the currently selected support or sign. The support or sign may have a 1-to-many relationship within the maintenance data table. Each new maintenance record may be associated with a work order that can be assigned and through which users can obtain a list of maintenance records or tasks. The status of each maintenance record can be tracked individually. The maintenance records (work order) table shall have the minimum requirements to accommodate the existing 3M data structure.	✓	✓
Task List	The system shall allow users to load task lists, aka work lists, associated with a given work order, support or sign. Each task list shall be composed of one or more work order items that need to be completed. The task list will allow users to easily discriminate open tasks from completed tasks, and, likewise, any supports/signs with open tasks will be symbolized accordingly on the map so that they are easily distinguishable from the rest of the supports and signs.	✓	✓
Manual New Support	Single-click on map to create a new support	✓	✓
GPS New Support	Create a new support at the current GPS location		✓
New Sign	Create a new sign on the currently selected support	✓	✓
Replace	Replace the currently selected support or sign. A support or a sign that is replaced will be retired - flagged as inactive - and a new record is created. When a support or sign is replaced, the task history gets retired with the original support or sign. The newly created support or sign will have an attribute that stores the identifier of the parent support or sign to track lineage.	✓	✓
Relocate Support	Single-click on map to move the currently selected support.	✓	✓
Delete	With work order mode on/off, delete - permanently remove from database - currently selected support or sign.	✓	✓
Retire (same button as delete)	With work order mode on, sets the status of currently selected sign or support to inactive.	✓	✓
Modify Attributes	Modify attributes for currently selected support or sign	✓	✓
Work Order Mode	Toggle Work Order mode on/off. The system shall allow the user to toggle "Work Order Mode" either on or off. With "Work Order Mode" toggled on, any actions by the user to edit/modify/update a support or sign will result in a work activity. With "Work Order Mode" toggled to off, users with the appropriate permissions can modify the data without initiating a work order or a task.	✓	✓
Quick Task Buttons	The application has floating toolbars that appear with the user hovers over a support or sign in the Sign Viewer. Buttons on these toolbars allow the user to quickly launch tasks.	✓	✓

Function	Description	Website	Field Computer
Domains	The geodatabase will contain consistent set up domains that will be used to restrict the valid values for a given attribute.	✓	✓
Record Edit History	Record the user ID and time stamp to sign or support records when edits are made. Work history will be recorded through the maintenance records.	✓	✓
Attach/Modify Multiple Photos	Attach photos or modify/remove existing photos that will be available in the details panel. Individual photos can be viewed in a larger window.	✓	✓
Perform Assessment or Inspection	The mobile application shall allow the user to add a new time-stamped day or night assessment/inspection record for a single support or sign and have the record stored in 1-to-many data table linked to the supports or signs feature class. The available values for the assessment condition shall be defined for each project according to the needs of the County.		✓
Replacement Lineage	When supports or signs are replaced, lineage will be recorded	✓	✓
Custom Attributes	Five (5) custom fields will have configurable alias and visibility in application configuration.	✓	✓
Bulk Insert	Import a properly formatted comma delimited (CSV) file with new records	✓	
Work Order Mode			
Set the default work order	Will perform selection on supports and signs that belong to define work order.	✓	✓
Tasking	Allows tasks to be started and separately completed.	✓	✓
History	Maintains history of work performed.	✓	✓
Administration			
User & Group Management	System shall provide a method for administrators to manage users, groups and roles including creating new, removing, password resets and security permissions.	✓	
Continued on next page			

Function	Description	Website	Field Computer
Sub-Region Management	<p>County will have the option to define sub-regions. Sub-regions are virtual geographic subsets of the inventory. The purpose of sub-regions is to simplify usage, increase system performance and provide data security.</p> <p>The location of supports will be managed through or restricted by sub-region polygons. Access to and permission to modify feature attribution and maintenance tasks will be managed by a collection of four region attributes. The regions will be established based on a County provided polygon feature class and each sub-region will be named per the convention of the County and managed as a GIS domain. Assigning users to sub-regions will define access to and permission level within each sub-region. Associating users to sub-regions will be managed through the user and group management interface. Users may be assigned to one or more regions and will have access to view each region individually through both the web and mobile applications.</p>	✓	✓
County Administrative Tools	<p>County will be able to administer users and groups. The system shall provide a method for County administrators to manage users and groups, including creating new, removing, password resets and security permissions.</p>	✓	
Sync	<p>Data on mobile device can be synced manually by administrator.</p>		✓

HIGHWAY MAP of SEDGWICK COUNTY KANSAS

Sedgwick County Public Works
1144 S. Seneca
Wichita, Kansas 67213
(316) 660-1777
www.sedgwickcounty.org



Sedgwick County Roads by Type		
Legend	Description	Miles
	Sedgwick County Cold Mix Road (2-Lane)	154.0
	Sedgwick County Hot Mix Road (2-Lane)	361.0
	Sedgwick County Super Seal (2-Lane)	1
	Sedgwick County Multi-Lane (4 or more)	17.4
	Sedgwick County Multi-Lane C&G (4 or more)	25.0
	Sedgwick County Sand/Gravel Road	42.2
	Connecting Links (Included in Hot Mix 2-Lane)	26.0
Total County Roads		600.60

MAP LEGEND	
	Federal or State Highway (Multi-Lane)
	Federal or State Highway (2 Lane)
	County Highway (Paved) (Multi-Lane)
	County Highway (Paved) (2 Lane)
	County Highway (Paved) (2 Lane)
	County Maintained Sand Road
	Connecting Link
	Township/Other Road
	Unimproved
	Section Line (No Road)
	Township Line
	City Limits—Other towns
	City Limits—Wichita
	Railroad
	Lakes & Ponds
	Rivers & Drainage Courses
	Commissioner Boundaries

