

SEDGWICK COUNTY, KANSAS DIVISION OF FINANCE PURCHASING DEPARTMENT

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Request for Proposal Arkansas River Crossing – 95th Street South Corridor Plan #15-0098

September 28, 2015

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking proposals for qualified service provider(s) to develop a corridor plan for a section of 95th Street South in the unincorporated county that includes a new crossing over the Arkansas River. The corridor is part of the alternative local road corridor identified in the 2008 South Area Transportation Study (SATS). It encompasses 95th Street South between Greenwich Road and Meridian Avenue. 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 one (1) original, one electronic copy (USB drive preferred, Word or PDF document) and five (5) copies with any supporting data, and requested supplemental information on or before **Tuesday**, **November 17, 2015 at 1:45 p.m. CST**. Proposals 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. 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 Purchasing Director

1. ABOUT THIS DOCUMENT

This document is a Request for Proposal (RFP). 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. 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. 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 508,000 persons. It is the sixteenth largest in area, with 1,008 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 growth of the area has necessitated several transportation studies to identify where improvements should be made to accommodate the needs of the area. One of those studies was the South Area Transportation Study (SATS), sponsored by the Wichita Area Metropolitan Planning Organization (WAMPO). Communities in the southern portion of the WAMPO planning region are interested in the potential to improve mobility and access to and within this region. The SATS sought to address these concerns by assessing the future mobility needs of the southern portion of this planning region. The SATS was an evaluation of potential access improvements, of which an arterial parkway concept was identified as the best alternative.

The parkway corridor identified was that shown in Exhibit A and encompasses 15 miles of 95th Street South at its southern end. Two of the project recommendations from the SATS were (1) a new bridge over the Arkansas River and (2) prioritized upgrades to existing arterials including the long-term construction of an arterial loop parkway. Consequently, the County desires to develop a plan to define, prioritize, and estimate costs for a series of projects along an isolated section of 95th Street South between Greenwich Road and Meridian Avenue: Arkansas River Crossing – 95th Street South (ARC95) Corridor Plan.

3. **QUESTIONS and CLARIFICATIONS**

Any questions regarding this document must be submitted in writing to Joe Thomas at <u>Joseph.Thomas@sedgwick.gov</u> by 5:00 p.m. CDT, Friday, October 30, 2015. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <u>www.sedgwickcounty.org/finance/purchasng.asp</u> under Current RFPs/RFQs; to the right of the RFP number by Wednesday, November 4, 2015 by 5:00 p.m. CST. Vendors are responsible for checking the website and acknowledging any addenda on their Proposal Response form.

4. <u>SCOPE OF SERVICES</u>

Sedgwick County is requesting proposals from qualified consultants to develop a corridor plan to define, prioritize, and estimate costs for a series of projects along a section of 95th Street South in the unincorporated county. The corridor is part of the alternative local road corridor identified in the SATS. It encompasses 95th Street South between Greenwich Road and Meridian Avenue that includes a new crossing over the Arkansas River. The initial focus for projects is on the section between Woodlawn Boulevard and Broadway Avenue. The consultant, or team of sub-consultants working with the prime consultant, will be required to complete the ARC95 corridor plan in accordance with the scope of services identified herein.

Below are the tasks to be completed by the selected consultant. There is limited flexibility with regards to the scope of this corridor plan.

<u>Tasks</u>

The following is a list of tasks the proposals should include:

Project Management – the consultant will provide a project management plan that:

- Integrates activities with the Sedgwick County Public Works Capital Improvement Program and project priority lists.
- Utilizes the data and recommendations presented in previous studies that affect the ARC95 Corridor Plan. See Section 5.
- Includes a schedule with identified milestones that will meet all requirements contained in this RFP. The schedule shall include tasks and subtasks to accommodate the project timeline, which has the project completed by **April 28, 2017**.
- Includes significant involvement with the following entities:
 - Sedgwick County
 - City of Derby
 - City of Haysville
 - City of Mulvane
 - City of Wichita
 - Kansas Turnpike Authority

- Kansas Department of Transportation
- Wichita Area Metropolitan Planning Organization
- BNSF Railway
- Union Pacific Railroad
- Other state and federal agencies as appropriate
- Includes time to plan, attend and give presentations to local residents, government stakeholders and Sedgwick County representatives.
- Clearly indicates how the development of the ARC95 Corridor Plan will be performed.

- Suggests methods to communicate the ARC95 Corridor Plan process, analysis, decision making, conclusions, and recommendations in an understandable, meaningful manner.
- Utilizes a forward facing website to communicate the corridor plan and receive input.

Study Content – the consultant will:

- Review and update existing corridor conditions noted in the South Area Transportation Study (SATS), including land uses, infrastructure, demographic profiles, and transportation and traffic patterns.
- Utilize existing transportation studies and concept cross sections of transportation improvements from the SATS to address the current and future transportation needs of 95th Street South between Greenwich Road and Meridian Avenue.
- Investigate future pedestrian, bike, and equestrian facilities that may need to be accommodated within the ARC95 corridor.
- Develop suggested individual construction projects throughout the corridor; provide project descriptions, future construction estimates, and prioritize the recommended transportation improvements.
- Estimate future engineering design and right-of-way acquisition costs for the recommended transportation improvements based on the recommended schedule.
- Review cross sections presented in the SATS; modify as necessary and identify specific cross sections to be used throughout the study corridor.
- Determine public right-of-way needs for each recommended project.
- Develop an access management plan or policy that will balance the need for safe and efficient traffic flow with the access needs of corridor businesses and areas of residential development.
- Identify connections of proposed projects and/or plan recommendations with the Metropolitan Transportation Plan 2035 (MTP 2035) that advance the objectives, strategies, recommendations, and/or projects in the MTP 2035.
- Identify future funding needs and potential sources.

Public Involvement – the consultant will:

- Develop a public involvement process and schedule with a goal to educate stakeholders and receive input to be used in this study; execute the process after coordinating with the County.
- Provide essential citizen and community outreach and participation opportunities.
- Create and maintain a forward facing website dedicated to educating the public and communicating plan progress to key stakeholders.

Regulatory Compliance – the consultant will:

• Develop the River Crossing Corridor Plan within the limits of existing and pending federal, state, and local rules, regulations, and laws.

Document Production - the consultant will prepare:

- All documents in Microsoft Office program (Word, Excel, Access, and PowerPoint) and Adobe Portable Document Format (PDF) electronic formats to allow easy editing of the documents.
- Updates on the progress of the study at identified milestones.

- Electronic copies and twenty (20) bound hard copies of the draft executive summary and study report containing a summary of the analysis, the methodology, and any recommendations.
- Electronic copies and twenty (20) bound hard copies of the final executive summary and study report containing a summary of the analysis, the methodology, and any recommendations.
- Twenty (20) CD or DVD copies with labels containing the executive summary, the entire study report, and all appendices, maps, and attachments in Adobe PDF.

All reports shall be produced with associated text, graphics, tables, maps and figures and should be printed in $8\frac{1}{2}$ x 11 inch format with 11 x 17 inch fold out graphics as necessary.

5. <u>SEDGWICK COUNTY'S RESPONSIBILITIES</u>

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 project manager with respect to the work to be performed under this contract.

There are several studies completed in the recent past that may have an effect on the areas within the ARC95 corridor. Listed below are known studies and the webpages where they can be found.

South Area Transportation Study (2008) - <u>http://www.wampo.org/Library/Pages/Studies.aspx</u>

South Meridian Corridor Plan – Haysville (2011) - http://www.wampo.org/Library/Pages/Studies.aspx

South Broadway Corridor Plan – Haysville (2012) - <u>http://www.wampo.org/Library/Pages/Studies.aspx</u>

Casino Area Transportation Plan (2013) - http://www.wampo.org/Library/Pages/Studies.aspx

Sedgwick County Quad Cities Joint Area Plan - <u>http://www.wichita.gov/Government/Departments/Planning/NR/Pages/SCQCJointAreaPlan.aspx</u>

Additionally, the Wichita Area Metropolitan Planning Organization (WAMPO) maintains the regional travel model and will make the model available to the selected proposer. However, the selected proposer will need to provide the modeling software.

The regional travel model is used to forecast future travel demand on the regional transportation system, which includes area highways, freeways, major arterial roads, and the public transit service. It is an adaptation of the standard 4-step modeling process that is used in many metropolitan areas to forecast travel demand. It uses inputs such as roadway and transit networks, traffic counts, population data, and jobs data to assess current year and future year demand on the regional transportation system.

6. SELECTION CRITERIA

Proposals will be evaluated by a Consultant Screening and Selection Committee. The County reserves the right to receive formal presentations and interview only those respondents whose proposals best match the project scope and requested content, as determined by the Consultant Screening and Selection Committee. Each respondent chosen to give a presentation will be required to be available for the interview and should be prepared to make a presentation on one week's notice.

Evaluations will be 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. Implementation plan and approach.
- 3. Experience with similar studies.
- 4. Proposing services described herein with the most advantageous and prudent methodology and cost to the County.

There will not be a pre-proposal conference.

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 own 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 Consultant Screening and Selection Committee will select the proposals which appear most beneficial. These respondents may be asked to provide a presentation to the committee during the evaluation period. No negotiations, decisions, or actions shall be initiated by any firm 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 proposal that best meets required needs, quality levels, and budget constraints.

7. <u>CONTRACT TERM</u>

The successful proposer shall complete all reviews, reports, meetings, and all incidentals on or before **April 28**, **2017**. Milestones for the development of the project and completion of individual tasks should be submitted with the proposal.

8. 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.

Please see all payment and invoice provisions here:

http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf

9. 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.**

10. 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 thirty (30) days prior to expiration.

Workers' Compensation:		
Applicable State Statutory Employer's Liability		
Employer's Liability Insurance:	\$100,000.00	
Contractor's Liability Insurance:		
Form of insurance shall be by a Commercial Gener Automobile comprehensive/liability	ral Liability and include	
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	\$500,000.00	

11. INDEMNIFICATION

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

12. 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.

13. <u>TENTATIVE TIMELINE</u>

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

Distribution of Request for Proposal to interested parties	September 28, 2015
Questions and clarifications submitted in writing by 5:00 p.m. CDT	October 30, 2015
Addendum Issued	November 4, 2015
Sealed Proposal due before 1:45 p.m. CST	November 17, 2015
Evaluation Period	November 18-30, 2015
Interviews (if necessary)	December 1-4, 2015
Board of Bids and Contracts Recommendation	December 10, 2015
Board of County Commission Award	December 16, 2015

Work shall commence as soon as possible after notice to proceed is issued by the County. The selected consultant shall complete all reviews, reports, meetings, and all incidentals on or before **April 28, 2017**.

14. GENERAL CONTRACT PROVISIONS

http://www.sedgwickcounty.org/purchasing/General_Contractual_Provisions_2013.pdf

15. PROPOSAL CONDITIONS

http://www.sedgwickcounty.org/purchasing/RfqRfq/rfpcond.pdf

16. PROPOSAL CONTENT

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of firms seeking to provide comprehensive services specified herein for Sedgwick County, in conformity with the requirements of the RFP. The proposal should demonstrate qualifications of the firm and the staff to undertake this project. It should also specify the proposed approach that best meets the RFP requirements. The proposal must address each of the service specifications under the Scope of Services. Sedgwick County is asking qualified consultants to supply the following information. Please include all requested information in the proposal to the fullest extent practical.

- 1. A detailed list of tasks and subtasks to be completed, including a description of how they will be completed. Milestones for the development of the project and completion of individual tasks should be submitted with the proposal.
- 2. A timeline for completion of the requested services.
- 3. List of projects with similar size, scope, type, and complexity that the proposed project team has successfully completed in the past.
- 4. List of the proposed principal who will be responsible for the work, proposed project manager, and project team members with resumes.
- 5. A list of any subcontracted agencies, the tasks they will be assigned, the percent of work to be performed, and the staff that will be assigned.
- 6. List of client references for similar projects described within the RFP.
- 7. Ability of firm to meet required time schedules.

- 8. Cost structure for services, including:
 - a. Actual cost.
 - b. Man hours, itemized to include category (project manager, modeler, etc.), estimated hours, rate per hour, and total costs.
 - c. Supplies and materials.
 - d. Travel.
 - e. Sub-consultant(s), if necessary. (Please note that the same detailed information for cost and price information must be shown for sub-consultants.)
 - f. Overhead.
- 9. Review, complete, and submit the signed completed version of the Proposal Response Form. Provide five (5) copies with your proposal.

Proposal Response Form Arkansas River Crossing – 95th Street South Corridor Plan #15-0098

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		
	CITY/STATEZIP	
PHONE FAX	HOURS	
STATE OF INCORPORATION or ORGANIZATION		
	E-MAIL	
NUMBER OF LOCATIONS NUM	MBER OF PERSONS EMPLOYED	
TYPE OF ORGANIZATION: Public Corporation	Private Corporation Sole Proprietorship	
	Partnership Other (Describe):	
	anufacturer Distributor Retail	
Dealer Other (Describe):		
Not a Minority Owned Business: Minori	ity-Owned Business: Certification #	
African American Asian Hispanic Na	tive American Other Woman-Owned Business	
ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS:YesNo		
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/purchasing.		
NO, DATED; NO, D.	ATED; NO, DATED	
Signature	Title	
Print Name	Dated	

EXHIBIT A

