

# SEDGWICK COUNTY, KANSAS FINANCE DEPARTMENT DIVISION OF PURCHASING

525 N. Main, Suite 823 ~ Wichita, KS 67203 Phone: 316 660-7255 Fax: 316-383-7055 http://www.sedgwickcounty.org/finance/purchasing.asp

## REQUEST FOR PROPOSAL #16-0088 OBLIQUE IMAGERY FLIGHT

October 27, 2016

Sedgwick County, Kansas (hereinafter referred to as "Sedgwick County" or "county") is seeking a firm or firms to perform oblique imagery flights for the Sedgwick County Appraiser's Office. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal.

Sincerely,

umberly Evans

Kimberly Evans Purchasing Agent

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#### I. <u>About this Document</u>

This document is a Request for Proposal. It differs from a Request for Bid or 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 or 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 the product(s) and/or service(s), of which quality, testing, references, service, 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 that measure how well a vendor's approach meets the desired requirements and needs of the County. 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 service(s) and/or product(s) 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.

## II. <u>Background</u>

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 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 2,800 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.

Directive #11-043 from the Director of Property Valuation, pursuant to the provisions of K.S.A. 79-505, requires that digital images used as part of the appraisal inspection processes must not be more than 6 years old. To maintain the efficiencies realized in the previous 16 years, these images will have to be acquired again, prior to "leaf-on" conditions in 2017.

The purchase of these oblique imagery updates will not only ensure accuracy and efficiency in achieving Appraiser's Office objectives, but will also keep the office in compliance with Kansas State Statutes. These images can be very useful to other departments including Planning, Law Enforcement, Public Safety, and GIS. Departments with access to the existing oblique imagery include the Sheriff's Office, Emergency Management, and the City of Wichita.

A vendor and flight schedule will need to be secured by late 2016 for a 2017 flight. The county is desirous of establishing contract pricing for a subsequent flight in 2-3 years, dependent on budget constraints, and establishing renewal term options for the possibility of the successful vendor conducting the next required flight in 2023.

## III. Project Objectives

Sedgwick County is seeking an experienced firm to perform aerial flights and secure digital oblique imagery meeting the specifications within this Request for Proposal.

#### IV. Submittals

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Kim Evans Sedgwick County Division of Purchasing 525 N. Main, Suite 823 Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CST, TUESDAY, NOVEMBER 15, 2016** Responses must be <u>sealed and marked on the lower left-hand corner with the firm name and address,</u> <u>proposal number, and proposal due date</u>. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m. CST, on the due date. No information, other than the respondent's name, will be disclosed at bid opening.

## V. <u>Scope of Work</u>

Review the scope of work carefully and provide detailed clear responses to each item as required. Responses should be organized in the order as presented herein and clearly marked. Items not requesting detailed information should be notated in the vendor's response as "comply" or "do not comply". Any items that the vendor does not comply with must include in detail why the vendor cannot comply.

Deliverables					
Qty	Item	Description			
372	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1- meter GSD ortho mosaic sector tiles and one (1) area- wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.			
684	IMAGERY - COMMUNITY - 4- way (C5) (9in) Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1- meter GSD ortho mosaic sector tiles and one (1) area- wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.			
372	Tiles - Standard (3in GSD; TIFF format) Per Sector	3-inch GSD Mosaic Tiles in TIFF Format.			
684	Tiles - Standard (9in GSD; JPG format) Per Sector	9-inch GSD Mosaic Tiles in JPG Format.			
684	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery.			
312	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery.			
372	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery.			
372	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery.			

Software, Support and Additional Considerations				
Access for up to fifty (50) concurrent users	Provides up to fifty (50) concurrent authorized users the ability to login and access the hosted custom imagery libraries through a web-based, server-based or desktop integration. The default deployment should commence on date of activation.			
Media Drive	External USB 3.0 or equivalent externally powered storage device. All requested deliverables to be copied to this device and provided to the Appraiser's Office by project deadline.			
Comprehensive software tools	Most current version of software that allows for the ability to retrieve images, pan, zoom, rotate and navigate within the images and measure distance, area, height, bearing, angles, pitch and elevation of features visible within the images.			
Training	Provide comprehensive training to end users. Training methodologies should be clearly detailed in vendor response.			
Software Maintenance and Support- Three (3) years, with three (3) annual options to renew thereafter.	Maintenance and Support should include software patches, fixes, and updates for the duration of the agreement. Technical Support availabilities and methodologies should be clearly detailed in vendor response.			
Disaster Response	Please describe vendor ability to provide flights upon request by Sedgwick County in an emergency or critical situation including, but not limited to: tornadoes, acts of terrorism, earthquakes, and flooding.			
Additional flights	<ul> <li>The county may wish to pursue a flight in 2-3 years, dependent on budget considerations.</li> <li>The county will be required to acquire new images in 2023. The contract resulting from this RFP will have five (5) renewal term options to cover the next mandatory flight if agreeable by both parties.</li> </ul>			
Additional Requiremen	ts (Comply/Do Not Comply)			
Vendor may not subcontract work to other vendors				
Successful vendor must provide integration with C currently in place for valuation in Sedgwick Count				
Included software package must be able to import flights. Historical images were previously acquired	images already owned by the county from previous I from Pictometry.			
	portal solution for access to and use of oblique and l, the vendor must supply the county with an external the scope of work above.			

Imagery must be collected during the limited leaf-off season and finished deliverables must be provided to the Appraiser's Office **NO LATER THAN JUNE** 1<sup>st</sup>, 2017.

#### VI. Sedgwick County's Responsibility

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

#### VII. <u>Proposal Terms</u>

#### A. <u>Questions and Contact Information</u>

Any questions regarding this document must be submitted in writing to Kim Evans at <u>Kimberly.j.evans@sedgwick.gov</u> by 5:00 p.m. CDT Thursday November 3, 2016. 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/purchasing.asp</u>, under view current RFQs and RFPs; to the right of the RFP number by 5:00 p.m. CST Monday November 7, 2016. Firms are responsible for checking the website and acknowledging any addendums on their proposal response form.

#### B. <u>Minimum Qualifications</u>

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed theses qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

- 1. Have proper certification(s) or license(s) for the services specified in this document.
- 2. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
- 3. Have a minimum of five (5) years experience in providing services similar to those specified in this RFP.
- 4. 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.
- 5. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, 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.
- 6. Identify a single point of contact for concerns and/or questions.
- 7. Providing clear and detailed information as requested per this document, following all instructions and guidelines herein.

## C. <u>Selection Criteria</u>

The selection process will be based on the responses to this RFP. A qualitative evaluation will be done to determine which proposal most fully addresses the needs of the county. The evaluation criteria will include:

Component	Points
Ability to comply with required deliverables	30
Software Capabilities	20
Maintenance, Support and Training Methodologies	20
Ability to access historical image files and interface with Orion	20
Cost	10
Total Points	100

Any final negotiations for services, terms and conditions will be based, in part, on the firm's method of providing the service and the fee schedule achieved through discussions and agreement with the county's review committee. The County is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The County also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The County reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

## D. <u>Request for Proposal Timeline</u>

The following dates are provided for information purposes and are subject to change without notice. Contact the Division of Purchasing at (316) 660-7255 to confirm any and all dates.

= = = = = = = = = = = = = = = = = = =				
Distribution of Request for Proposal to interested parties	October 27, 2016			
Questions and clarifications submitted in writing by 5:00 p.m. CDT	November 3, 2016			
Addendum Issued	November 7, 2016			
Sealed Proposal due before 1:45pm CST	November 15, 2016			
Evaluation Period	November 15-November 30, 2016			
Board of Bids and Contracts Recommendation	<b>December 1, 2016</b>			
Board of County Commission Award	December 7, 2016			

## E. <u>Contract Period and Payment Terms</u>

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) for one (1) year with five (5) one (1) year options to renew.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

## F. Insurance Requirements

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. 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 (**must be acknowledged on the bid/proposal response form).** 

**<u>NOTE</u>**: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

Workers' Compensation:	
Applicable coverage per State Statutes	
Employer's Liability Insurance:	\$100,000.00
Commercial General Liability Insurance:	
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 Occurrence	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability-Owned, Non-owned and Hired	
Each Occurrence Bodily Injury and Property	\$500,000.00
damage	
General Aggregate	\$500,000.00
Professional Liability If required	

Special Risks or Circumstances:

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### G. 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.

## H. <u>Confidential Matters and Data Ownership</u>

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.

I. <u>Proposal Conditions and Contract Terms</u>

http://www.sedgwickcounty.org/purchasing/pdf\_files/Proposal%20Terms%20%20Conditions.pdf

General Contract Provisions

http://www.sedgwickcounty.org/purchasing/pdf\_files/General%20Contractual%20Provisions.pdf

Mandatory Contract Provisions

http://www.sedgwickcounty.org/purchasing/pdf\_files/Mandatory%20Contractual%20Provisions.pdf

Sample Contract

http://www.sedgwickcounty.org/purchasing/pdf\_files/Sample%20Contract.pdf

## VIII. <u>Required Response Content</u>

All proposal submissions shall include the following:

- 1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
- 2. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
- 3. The firm's relevant experience, notably experience working with government agencies.
- 4. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or county staff.
- 5. A description of the type of assistance that will be sought from county staff, including assistance required from the county to lessen the costs of this project.
- 6. Proof of insurance meeting minimum insurance requirements as designated herein.
- 7. Detailed responses to Section V. Scope of Work.
- 8. Responses/compliance to items listed in Section VIII-B.
- 9. At minimum, three (3) professional references with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
- 10. Sample Service Agreement and Software License Agreement.
- 11. Due to the time constraints in getting an award approved and scheduling flights, Sedgwick County strongly advises all vendors to review the Terms and Conditions as provided in Section I. and include any concerns with those terms as part of their RFP response.
- 12. Detailed pricing for all deliverables and services as specified in the Scope of Work.
- 13. Completed and signed Proposal Response Form.

#### IX. <u>Response Form (page 1 of 2)</u>

#### REQUEST FOR PROPOSAL #16-0088 OBLIQUE IMAGERY FLIGHT

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 proposer 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	F	IOURS	
STATE OF INCORPORATION or OF	RGANIZATION			
COMPANY WEBSITE ADDRESS	EM	AIL		
NUMBER OF LOCATIONS	NUMBER OF PERSO	NS EMPLOYI	ED	
TYPE OF ORGANIZATION: Public O	Corporation Private	Corporation	Sole Proprietorship	
Partnership Other (Describe):				
BUSINESS MODEL: Small Business _	Manufacturer I	Distributor	Retail	
Dealer Other (Describe):				
Not a Minority-Owned Business:	Minority-Owned Busines	ss: (Speci	ify Below)	
African American (05) Asian Paci	fic (10) Subcontinent As	sian (15) Hi	spanic (20)	
Native American (25) Other (30) -	Please specify			
Not a Woman-Owned Business:	Woman-Owned Business:	(Specify	Below)	
Not Minority -Woman Owned (50)	African American-Woman	Owned (55)		
Asian Pacific-Woman Owned (60)S	Subcontinent Asian-Woman	Owned (65)	Hispanic Woman Owned	(70)
Native American-Woman Owned (75)	Other – Woman Owned	(80) – Please sp	pecify	
ARE YOU REGISTERED TO DO BU	SINESS IN THE STATE	OF KS:	_YesNo	
INSURANCE REGISTERED IN THE Yes No	STATE OF KS WITH M	INIMUM BES	T RATING OF A-VIII:	

#### CONTINUED ON NEXT PAGE

## X. <u>Response Form (page 2 of 2)</u>

**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	
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In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed**.

Signature	Title	
Print Name	Dated	