REQUEST FOR PROPOSAL

RFP # 21-0069
ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES

October 21, 2021

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide On-Call Architectural and Engineering Services. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45 pm CDT, November 2, 2021.

All contact concerning this solicitation shall be made through the Purchasing Department. Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Department in writing. Failure to comply with these guidelines may disqualify the Bidder’s response.

Sincerely,

Joseph Thomas

Joe Thomas, CPSM, C.P.M.
Director of Purchasing

JT/IJ
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I. **About this Document**
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. 68, 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. **Background**
Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas’ 105 counties with a population estimated at more than 514,000 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 2,500 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 county desires to select qualified A/E firms to provide professional on-call services required for various types of county projects within Sedgwick County. This request for A/E services are for projects with an anticipated construction budget of more than $350,000.00. For projects with an anticipated amount lower than $350,000.00, the county will utilize a separate competitive proposal process. The scope of service under this contract excludes road, bridge, intersection and drainage projects by the County’s Public Works Department. The county reserves the right to perform work in house or bid any project.

III. **Project Objectives**
Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide On-Call Architectural and Engineering Services. The following objectives have been identified for this contract:

1. Acquire On-Call Architectural and Engineering Services meeting the parameters, conditions and mandatory requirements presented in the document.
2. Establish contract pricing with the vendor that has the best proven “track-record” in performance, service and customer satisfaction.
3. Acquire On-Call Architectural and Engineering Services with the most advantageous overall cost to the county.
4. Enter into a contract with firms that have superior service history in providing the following types of A/E services:
   a. Experience in developing plans, coordinating multiple large-scale (project budgets of more than $350,000.00) projects, and administering simultaneous projects.
   b. Architecture
   c. Mechanical Engineering
   d. Structural Engineering
   e. Electrical Engineering
   f. Civil Engineering
   g. Interior Design
   h. Landscape Design
   i. Building Network and Telecommunications Design
   j. Construction Cost Estimating
   k. Utility and Maintenance Cost Estimating
   l. On-Call firms will not be limited in their use of subcontractors, but will be required to establish a standard hourly rate for services. Subcontractors can be selected based on the project need and their availability.

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:

Joe Thomas
Sedgwick County Purchasing Department
525 N. Main, Suite 823
Wichita, KS  67203

SUBMITTALS are due NO LATER THAN 1:45 pm CDT, November 2, 2021. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award. Bids/proposals that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the county.

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

V. Scope of Work
For this on-call contract the county will solicit independent quotes as the need arises. The quote provided will need to break out the hours to be performed by each person on the project team in addition to the hourly rate. For each project, the requested services may include one, many or all of the following:
Phase One (1) is to include the following:

1. Consult with county staff to determine project requirements and review available data in the county’s possession. Each on-call A/E services project will begin with an initial project introduction meeting, the purpose of which is to identify the scope and budget of the project. Based on the information acquired in that meeting the architect will be required to produce a letter of proposal outlining the estimated hours by category of service and any other costs for subcontracted services all consistent with the contract rates agreed upon. The county wants these proposal estimates to be as accurate as possible but wants reasonable contingencies included into the estimates that will most often result in billed hours to be less than estimate proposals. The A/E firm shall update the proposal estimate at appropriate milestone points should changes occur that justify proposal updates.
   a. The time of attending the initial meeting and preparing the A/E service proposal will not be approved as billable hours under this contract.
   b. For all projects – The calculations for each proposal estimate must be based on the established hourly costs included in your proposal response.
2. Prepare preliminary schematic drawing in enough detail to develop a detailed construction estimate opinion of probable costs and updated opinion of probable A/E fees.
3. Submit an opinion of probable cost.

Phase Two (2) is to include the following:

1. Perform necessary research and field survey work as requested by county staff.
2. Prepare and present for approval, preliminary design documents consisting of preliminary construction plans and outline specifications.
3. Prepare any necessary documents for alternate bids requested by county staff.
4. Develop a project schedule defining and establishing all owner’s costs, consulting, A/E services, programming, design and construction activities and milestones in consultation with county staff. Opinion of probable cost is to be provided both at the end of the design phase, and then again once the final CD’s are prepared.
5. Prepare and present for approval, final project plans, specifications, and contract documents which shall include bid forms, instructions to bidders, contract form, bonding and insurance requirements and where applicable, local, state and federal compliance requirements, and assist in the preparation of other related documents. Assist in obtaining approvals by participating in submissions and negotiations with appropriate officials and authorities, including administrative hearings and meetings as reasonable required.
7. Provide bidding assistance to include:
   o Attending any Pre-Bid conference
   o Advising county staff as to the acceptability of substitute materials and equipment proposed.
   o Providing addendums to bid documents.
8. Provide construction administration to include:
   - Provide a minimum of one (1) site visit each week to observe the progress and quality of the work being completed, including review for compliance with ADA standards.
   - Review contractor’s applications for payment including any supplemental materials and advise the county as to the amount owing to contractor. Approval, in writing, of payment should be based on observations and review that the progress and quality is in accordance with the final project documents.
   - Take appropriate action to review and approve shop drawings, samples, test results, substitutions of materials/equipment, maintenance and operating instructions, schedules, certificates of inspections, final plans, specifications, contract documents as submitted by contractor.
   - Verify that completed project conforms to the final plans, including compliance with ADA standards. Provide written verification of approval or disapproval of work to project manager.
   - Prepare all change orders as required.
   - Conduct inspections to determine if the project is substantially complete and conduct a final inspection to determine if the project has been completed in accordance to all project documents. Upon disapproval, prepare a list of incomplete, unsatisfactory items and a schedule for their completion. Upon approval of final inspection, provide written verification to county staff.
   - Verify that completed project conforms to the final plans, including compliance with ADA standards. Provide written verification of approval or disapproval of work to project manager.
   - Act on behalf of the county to the extent authorized by county staff.
   - The intent of the ADA review during weekly site visits and for final project inspection is to ensure quality control throughout the project, and to catch areas of ADA non-compliance early, rather than only at the final punch list inspection. The verification of ADA compliance shall include, but not limited to, the following:
     a. Verify that running slopes and cross slopes of ramps. Sidewalks, and accessible routes comply with ADA standards for maximum slope. It is recommended that proposer uses a digital level to assist in this review.
     b. Verify plumbing fixtures and restroom compliance such as fixture location, mounting height, clear floor space, grab bar heights, sizes, locations, knee clearance, mirror and dispenser heights and locations, etc.
     c. Review ramp or curb ramp features including, but not limited to, handrail heights and extensions, landing sizes, detectable warnings, side flares and edge protection.
     d. Review door opening force, door maneuvering clearance, etc.
     e. Verify proper signage mounting heights and locations.
     f. Verify that protruding object hazards do not exist.
     g. Verify that operable parts are located within proper reach range (height) and that sufficient clear floor space exists.
     h. Verify that parking space arrangement, slope, sizes, and signage comply with ADA standards.
     i. Provide a written report to the project manager identifying the date the ADA review was completed, and identifying any areas of non-compliance so that these can be appropriately resolved to ensure compliance.
     j. Any other services provided by the architect under the terms of the attached AIA Contract with the county’s supplemental conditions.

All phases and areas within the project site must meet full ADA compliance per 2010 ADA Standards. All work must meet Sedgwick County CAD standards as indicated in Attachment A.
VI. **Sedgwick County’s Responsibilities**

1. Provide information, as legally allowed, in possession of the county, which relates to the county’s requirements or which is relevant to this project.
2. Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
3. County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.
4. Provide established county standards to the A/E firm.
5. Pay for reproduction costs associated with the bid process for this project such as blueprinting, photocopying, photographs, printing, binding, plans, and specifications, etc.
6. Assist the A/E firm in obtaining permission to enter private and public property as required for A/E firm to perform services. The county will acquire the necessary easements and/or property.

VII. **Proposal Terms**

A. **Questions and Contact Information**

Any questions regarding this document must be submitted in writing to Joe Thomas at joseph.thomas@sedgwick.gov by 5:00 pm CDT, October 25, 2021. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at [https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/](https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/) under the Documents column associated with this RFP number by 5:00 pm CDT, October 27, 2021. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

B. **Minimum Firm Qualifications**

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 these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer’s response.

Proposers shall:

1. Have a minimum of 5 years’ experience in providing services similar to those specified in this RFP.
2. Have an understanding of industry standards and best practices.
3. Have experience in managing projects of comparable size and complexity to that being proposed.
4. 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.
5. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
7. Provide project supervision (as required) and quality control procedures.
8. Have appropriate material, equipment and labor to perform specified services.
9. Park only in designated areas and display parking permit (if provided).
10. Wear company uniform or ID badge for identification purposes.
11. Project must meet local, state, and federal guidelines as applicable.
12. The safety of the county staff and public is paramount and must be considered in all project design and construction phases.
13. The firm will provide a single point of contact for the duration of the project.
14. The firm will ensure timely completion of plans, specifications, and response to county staff questions.
15. Initial response to county questions must occur within 24 hours of contact by the county.

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*Sedgwick County....Working for You*
16. Plans and specifications must be accurate and fully coordinated between all disciplines and be in full code compliance.
17. The firm will provide timely execution to administrative procedures related to the project such as change order proposals, shop drawings, contractor pay requests, final inspections, punch list items etc.
18. The firm will maintain Architect’s Errors and Omissions Insurance and a Primary Comprehensive General Liability Policy combined single limit. Evidence of such coverage must be provided to the county at the time responses are due.
19. The firm shall not acquire any interest, direct or indirect, in any other professional capacity that would conflict in any manner or degree with the performance of services required to be performed under this agreement.
20. The firm and all subcontractors will adhere to the AIA Kansas Bylaws, AIA Code of Ethics and Professional Conduct.
21. The firm and all subcontractors shall maintain professional licenses needed to perform work in Sedgwick County and the State of Kansas. A copy of each license must be provided to the county at the time the responses are due.
22. The firm will meet with applicable county departments to review project status, project budget, and project planning. These meetings will be scheduled at a time agreed on by the Project Manager, any applicable county department(s) and the A/E firm.
23. The firm and/or subcontracting firm shall not utilize an employee with less than three (3) years of experience in appropriate field and that have hands on experience in planning and designing requested projects of similar size and scope.
24. The firm shall notify the county in advance if subcontractors will be used. If subcontracting firm work experience and reference information was not provided during the solicitation process, it will need to be provided in advance of any work being completed. The county reserves the right to require an alternative subcontractor based on experience and reference information.
25. Any out of area A/E firm selected as prime contractor must establish a full time local office for the duration of the project. In lieu of a local office, an out of area A/E firm can partner with a local A/E firm.
26. All media, citizen, and public official requests for information are to be directed to the project manager which the A/E firm is working with.
27. The firm will submit detailed monthly invoices for services provided. Monthly invoices shall detail the number of billable hours by individual person and by individual project for the preceding calendar month. The invoice must indicate total fees billed previously, total fees for current month, and total fees to date by project. Invoices shall be delivered to the county not later than the 10th day of the month following when services were provided.
28. The firm must provide information verifying capacity to perform the services in the required time as reflected by workload, availability of adequate personnel, equipment, and facilities.
C. **Evaluation Criteria**
The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

<table>
<thead>
<tr>
<th>Component</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Ability to meet or exceed all Request for Proposal conditions and instructions as outlined herein.</td>
<td>20</td>
</tr>
<tr>
<td>B. Competence to perform the specified and mandatory services as reflected by technical training and education, experience in providing required services, and the qualifications and competence of persons who would be assigned to perform the services. Prior work experience, job sizes and history of proven performance</td>
<td>20</td>
</tr>
<tr>
<td>C. Capacity to perform the services in the required time as reflected by workload, availability of adequate personnel, equipment, and facilities. The ability to manage projects simultaneously and expeditiously, approach to problem/task resolution, methodology/data gathering techniques and procedures and teamwork</td>
<td>20</td>
</tr>
<tr>
<td>D. Past performance with respect to cost control, quality of work, value engineering and ability to meet deadlines. This shall be determined in part by a check of references for similar projects and/or services provided for governmental entities or organizations of similar size and scope.</td>
<td>20</td>
</tr>
<tr>
<td>E. Proposing the services described herein with the most advantageous and prudent methodology and costs to the county.</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td>100</td>
</tr>
</tbody>
</table>

Assume the following cost proposals *(examples only)*

- A. $50,000.00
- B. $38,000.00
- C. $49,000.00

Company B with a total price of $38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

- A. $38,000.00 divided by $50,000.00 = .76  
  \[ .76 \times 10 \]  
  \[ 7.6 \text{ points} \]
- B. $38,000.00 divided by $38,000.00 = 1.00  
  \[ 1.00 \times 10 \]  
  \[ 10 \text{ points} \]
- C. $38,000.00 divided by $49,000.00 = .77  
  \[ .77 \times 10 \]  
  \[ 7.7 \text{ points} \]

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.

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*Sedgwick County....Working for You*
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. Request for Proposal Timeline
The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Department at (316) 660-7255 to confirm any and all dates.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distribution of Request for Proposal to interested parties</td>
<td>October 21, 2021</td>
</tr>
<tr>
<td>Questions and clarifications submitted in writing by 5:00 pm CDT</td>
<td>October 25, 2021</td>
</tr>
<tr>
<td>Addendum Issued by 5:00 pm CDT</td>
<td>October 27, 2021</td>
</tr>
<tr>
<td>Sealed Proposal due before 1:45 pm CDT</td>
<td>November 2, 2021</td>
</tr>
<tr>
<td>Evaluation Period</td>
<td>November 3 - 5, 2021</td>
</tr>
<tr>
<td>Board of Bids and Contracts Recommendation</td>
<td>Week of November 8th 2021</td>
</tr>
<tr>
<td>Board of County Commission Award</td>
<td>November 17, 2021</td>
</tr>
</tbody>
</table>

E. Contract Period and Payment Terms
A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue until October 1, 2022 with five (5) one (1) year options to renew.

County 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
https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf

F. Insurance Requirements
Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, contractor’s professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with county listed as an additional insured including both ongoing and completed operations, except for professional liability, workers’ compensation and employer’s liability. **Certificate shall be provided prior to award of contract.** 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).

**NOTE:** 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.

<table>
<thead>
<tr>
<th><strong>Workers’ Compensation:</strong></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Applicable coverage per State Statutes</td>
<td></td>
</tr>
<tr>
<td><strong>Employer’s Liability Insurance:</strong></td>
<td>$500,000.00</td>
</tr>
<tr>
<td><strong>Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):</strong></td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>General Aggregate, per project</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Products and Completed Operations Aggregate</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td><strong>Automobile Liability:</strong></td>
<td></td>
</tr>
<tr>
<td>Combined single limit</td>
<td>$500,000.00</td>
</tr>
<tr>
<td><strong>Umbrella Liability:</strong></td>
<td></td>
</tr>
<tr>
<td>Following form for both the general liability and automobile</td>
<td></td>
</tr>
<tr>
<td><em>X</em> Required / ____ Not Required</td>
<td></td>
</tr>
<tr>
<td>Each Claim</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td><strong>Professional Liability/ Errors &amp; Omissions Insurance:</strong></td>
<td></td>
</tr>
<tr>
<td><em>X</em> Required / ____ Not Required</td>
<td></td>
</tr>
<tr>
<td>Each Claim</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td><strong>Pollution Liability Insurance:</strong></td>
<td></td>
</tr>
<tr>
<td>_ ____ Required / <em>X</em> Not Required</td>
<td></td>
</tr>
<tr>
<td>Each Claim</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

**Special Risks or Circumstances:**

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

**IF CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:**

In addition to the above coverages, contractor shall also provide the following:

<table>
<thead>
<tr>
<th><strong>Builder’s Risk Insurance:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>In the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising the total value for the entire Project on a replacement cost basis without optional deductibles. Entity, contractor, and all Subcontractors shall be included as named insured’s.</td>
<td></td>
</tr>
</tbody>
</table>
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. **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.

I. **Proposal Conditions**

https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf

General Contract Provisions
https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf

Mandatory Contract Provisions
https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf

Independent Contractor
https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf

Sample Contract
https://www.sedgwickcounty.org/media/39236/sample-contract.pdf

Federal Certifications Addendum Sedgwick County

Suspension and Debarment
https://www.sedgwickcounty.org/finance/purchasing/suspension-and-debarment/
VIII. **Required Response Content**

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. At minimum, three (3) professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
5. 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.
6. 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.
7. Proof of insurance meeting minimum insurance requirements as designated herein.
8. Those responses that do not include all required forms/items may be deemed non-responsive.
9. The names of any anticipated subcontractors that will be used and in what capacity.
10. The work experience of any anticipated subcontractors.
11. A listing of each staff work area and hourly rate.

NOTE: The proposed fee shall be in an amount sufficient to cover traditional reimbursable costs such as:

- Transportation and subsistence expenses of employees, principals and partners incurred during travel.
- Communication expenses such as long distance telephone, telegraph, facsimile, express or messenger charges, and postage.
- Subconsultant expenses for special services for associated consultants, such as structural, mechanical and electrical engineering, geo-technical investigation and reports, testing, and observation, etc.
- Specialized equipment including computers, computer time, software, printers, scanners, etc.
- Progress prints and in-house plots.
- Should not include any charges for personnel bonuses, employee training, employee morale programs, principal bonuses, general liability, auto liability, or professional liability insurance.
IX. **Response Form**

**REQUEST FOR PROPOSAL**

RFP #21-0069

**ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES**

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**

_________________________

**HOURS**

_________________

**STATE OF INCORPORATION or ORGANIZATION**

________________________________________________________________________

**WEBSITE ADDRESS**

____________________________________

**EMAIL**

____________________________________

**NUMBER OF LOCATIONS**

________________

**NUMBER OF PERSONS EMPLOYED**

_________________

**TYPE OF ORGANIZATION:**

Public Corporation _______ Private Corporation _______ Sole Proprietorship _______

Partnership _______ Other (Describe): ____________________________

**BUSINESS MODEL:**

Small Business _______ Manufacturer _______ Distributor _______ Retail _______

Dealer _______ Other (Describe): ____________________________

Not a Minority-Owned Business: _______ Minority-Owned Business: ____________________________ (Specify Below)

_____African American (05) _______ Asian Pacific (10) _____ Subcontinent Asian (15) _______ Hispanic (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)

_____Subcontinent Asian-Woman Owned (65) _____Hispanic Woman Owned (70)_____Native American-Woman Owned (75)

_____Other – Woman Owned (80) – Please specify ________________

**ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS:**

____Yes ______ No

**INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII:**

____Yes ______ No

**ACKNOWLEDGE RECEIPT OF ADDENDA:** All addendum(s) are posted to our RFB/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 ______________

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** ____________________________

**14**

*RFP #21-0069*

Sedgwick County….Working for You
Please provide a single (county will not pay escalated cost for years of experience) all-inclusive hourly rate for each job title:

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Architect</td>
<td>$</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$</td>
</tr>
<tr>
<td>Interior Design</td>
<td>$</td>
</tr>
<tr>
<td>Landscape Design</td>
<td>$</td>
</tr>
<tr>
<td>Electrical Engineer</td>
<td>$</td>
</tr>
<tr>
<td>Mechanical Engineer</td>
<td>$</td>
</tr>
<tr>
<td>Structural Engineer</td>
<td>$</td>
</tr>
<tr>
<td>Civil Engineer</td>
<td>$</td>
</tr>
</tbody>
</table>

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature_________________________    Title_________________________

Print Name_________________________   Date_________________________
CAD 2D Drawing Standards for Sedgwick County

A. Software Requirements
   a. All drawings must be provided in DWG file format that is supported by Autodesk AutoCAD©.
   b. Use of only AutoCAD© version 2000 format or later will be accepted.
   c. All electronic drawings must be delivered on CD-ROM or DVD, formatted using Windows© 2000 or higher.

B. Drawing Requirements
   a. All files must be “readable” and must open without any errors (such as proxy, font substitution, xref resolution, etc). Objects, layers, and other file properties must also remain intact.
   b. All drawings must be free of password protection or encryption.
   c. All drawings must be purged of duplicate object lines.
   d. All drawings must be purged of blocks, layers, attributes, etc. not referenced in the drawing.
   e. Ensure that xrefs are attached without drive or directory specifications. No unbound references to external source drawing files are permitted.
   f. The contractor shall retain a copy of all electronic deliverables for at least one year. During this time if requested, the contractor shall provide up to two additional copies of each at no additional cost to Sedgwick County.

C. Drawing Formats
   a. Scale - All CAD drawings must be drafted at full-scale with the exception of schematic drawings which may be drawn to any scale.
   b. Units – Architectural units of feet and inches are to be used unless the nature of the drawing requires otherwise (in the case of a schematic drawing).
   c. Tolerances – Tolerances are at the discretion of the contractor but should be selected to most accurately reflect the data in the drawing.
   d. Dimensioning – All drawings must use Associative Dimension (updates automatically when distances on drawing are changed).
   e. Fonts and Text Styles – Only AutoCAD© True Type fonts may be used at the discretion of the contractor. Special fonts not packaged with AutoCAD© are not permitted.
   f. Linetypes – Only standard AutoCAD© linetypes are permitted. Contour lines, dashed lines, and other fonted lines must be made of one continuous line segment and not a series of separate line segments.
   g. Lineweights – Lineweights are at the discretion of the contractor but must be assigned to the specific layers and not to individual drawing entities. It is recommended that lineweights follow standard drafting conventions.
   h. Layers – All drawing files must conform to the AIA (American Institute of Architects) CAD Layer Guidelines.
   i. Layer Colors – The layer colors are at the discretion of the contractor. Darker colors and half tones are recommended.
   j. Hatching – Hatching shall not deviate from AutoCAD© defaults. Do not use polylines with increased width for hatching.
CAD 2D Drawing Standards for Sedgwick County

k. Blocks – Blocks are to be used anytime a graphic entity repeatedly occurs. All components used to create blocks must be created on layer 0.

l. Title Blocks – Each drawing should have only one title block located in the lower right hand corner or in the right pane of the drawing. At a minimum the title block should contain:
   - Customer Name (Sedgwick County)
   - Firm Name
   - Project Name
   - Building Name/Number
   - Project Number
   - Drawing Title
   - Sheet Identification
   - Date of Drawing
   - Drawing Number
   - Drawing Scale
   - North Arrow

m. Model Space and Paper Space – Contractors are strongly encouraged to use paper space but are not required to do so as long as the drawing in the model space contains the required data.

n. Graphics – All images included in the drawing must be embedded within the CAD file. Acceptable graphic types include JPG, TIF, GIF, PDF, BMP, etc…