

LEAVENWORTH COUNTY, KANSAS

300 Walnut Street
Leavenworth, Kansas 66048
Phone (913) 684-0465

REQUEST FOR PROPOSALS FOR A MASTER PLAN FOR LEAVENWORTH COUNTY

Proposals Due: No later than 5:00 p.m. on **September 25, 2018**

Proposer's Company Name: _____

SECTION 1—INSTRUCTIONS TO PROPOSERS

1-1 GENERAL

Leavenworth County, Kansas (also herein referred to as the "County") is issuing this Request for Proposals (RFP) for the purpose of soliciting proposals for a Master Plan. An overview of this project is described in "Exhibit A" of this RFP. Each Proposer (also herein referred to as "Consultant") will execute and submit all proposals in accordance with these instructions and the applicable provisions of the specifications.

1-2 SUBMISSION OF PROPOSALS

- A. Sealed proposals for the Master Plan will be received at the Leavenworth County Courthouse, 300 Walnut Street, Office of the County Clerk, Leavenworth, Kansas, 66048, at which time the names of the Proposers submitting proposals shall be announced. Proposals received after the exact time specified for receipt will not be considered.
- B. Proposal must be submitted in a SEALED envelope and CLEARLY IDENTIFIED with the Request for Proposals' number, date and time of opening, and Proposer's name and address. A facsimile response or electronic mail response to this Request for Proposals does NOT meet the requirement of a sealed proposal and will NOT be accepted.
- C. Proposals must be submitted on the County's forms provided in this proposal document and must include one (1) original and five (5) copies of proposal response signed in ink by a person authorized to commit Proposer to extend this offer. Any alterations or corrections must be initialed by the Proposer.
- D. Proposals may be withdrawn by written request, any time prior to the scheduled closing time for receipt of proposals. Requests for modification must be in writing, executed by a person with authority, and submitted in a sealed manner as set forth above. Requests for withdrawal must be in writing, executed by a person with authority, or by facsimile or electronic mail notice subsequently confirmed in writing.
- E. All proposals shall be valid and constitute an irrevocable offer to contract on the terms and conditions contained in this Request for Proposals and the Agreement Between County and Consultant for Professional Services (as further described below) (the "Agreement") for ninety (90) days after opening, but the County reserves the right to accept or reject proposals on each item or service separately or as a whole, to reject any or all proposals, to waive informalities or irregularities, and to contract in the best interest of the County.

- F. Any time County offices are closed on days other than scheduled holidays, any opening scheduled for that day will be held on the next normal working day at the scheduled time. Any time opening hours of County offices are delayed, openings will be delayed by the same amount of time; e.g., if an office opens two hours late, proposal responses will be opened two hours late. It shall be the Proposers' responsibility for making themselves aware of these situations.

1-3 PRICING

- A. The proposal must contain pricing for professional services as described in Exhibit A of this RFP. Said pricing shall be provided in a fee not to exceed, or maximum price, format (with a listing of applicable hourly rates, if applicable), and shall include all time and expenses necessary to complete the requested services. The proposal must also contain a schedule of reimbursable costs and a schedule of hourly rates and charges for additional professional services beyond the scope of this RFP.
- B. Except as otherwise provided, proposal prices must be firm and based on the information specified. The proposal price shall include everything necessary for the execution and completion of the Agreement. Proposer's signature on this proposal form guarantees that prices have not been arrived at through collusion with other eligible Proposers and without effort to preclude the County from obtaining the lowest possible competitive prices. The proposal price shall not include any allowance for Kansas State sales or use tax.
- B. The County will evaluate the total price for the basic requirements with any option(s) exercised at the time of award. Evaluation of option(s) will not obligate the County to exercise the options(s).
- C. The County may reject an offer if it is materially unbalanced as to process for the basic requirements and the option quantities. An offer is materially unbalanced when it is based on prices significantly less than the cost for some work and prices that are significantly overstated for other work.

1-4 INTERPRETATION, CORRECTIONS, OR CHANGES

Proposers requesting any interpretations or clarifications of this document shall direct those questions in writing (preferably via electronic mail) to the Planning & Zoning Office at the address below **by no later than 5:00 p.m. September 4, 2018:**

Jeff Joseph
Planning & Zoning Director
300 Walnut
Leavenworth, KS 66048

Telephone: (913) 684-0465
Fax: (913) 684-0398
E-mail: jjoseph@leavenworthcounty.org

Proposers should consider the Planning & Zoning Office as the first and only point of contact on all matters related to the procedures associated with this Request for Proposals. If additional information is needed from any source, the Planning & Zoning Office will work with the Proposer and with the various offices of the County to gather that information.

Any interpretation, correction, or change in the Request for Proposals will be made by formal addendum issued by the Planning & Zoning Office and must be acknowledged by Proposer on the Proposal Response Certification (see "Attachment A" attached hereto and incorporated herein by this reference) of this Request for Proposals. Interpretations, corrections, or changes to the Request for Proposals allegedly made in any other manner will not be binding and no Proposer may rely upon any such interpretation, correction, or change.

1-5 CONSULTANT'S PRE-PROPOSAL CONFERENCE

A conference with Consultants invited to submit proposals will be held on **September 11th, 2018 at 2:00 PM** in the:

County Conference Room
Leavenworth County Courthouse - Basement
300 Walnut
Leavenworth, KS 66048

This conference will enable Proposers to request clarification on any questions they have on the project. Attendance at the conference is highly recommended.

1-6 QUALIFICATIONS OF PROPOSER

Upon request by the County, the apparent successful Proposer shall furnish documentation satisfactory to the County which confirms qualification requirements. Any conviction for a criminal or civic offense that indicates a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a state contractor must be disclosed. This is to include (a) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (b) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (c) conviction under state or federal antitrust statutes; and (d) any other offense to be serious and compelling as to affect responsibility as a state contractor (see K.S.A. 75-37,103).

SECTION 2—INSTRUCTIONS FOR PREPARING PROPOSALS

2-1 GENERAL

The County intends to hire a Consultant to provide a Master Plan for the County. To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in Section 2-2, RFP Response Outline. Section 2-2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straight-forward manner.

Proposers are expected to examine the entire Request for Proposals, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the invitation. Consultants should propose their best price on each item required in this RFP.

2-2 RFP RESPONSE OUTLINE

- A. Response Sheet: The Proposal Response Certification sheet ("Attachment A") shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. It shall be signed in ink by an official who has full authority to enter into an Agreement.
- B. Background and History: Describe the company, organization, officers or partners, location of your corporate headquarters, and the number of full-time employees located within the member counties of the Mid-America Regional Council.
- C. Experience with developing Master Plan: Describe Proposer's experience in developing a Master Plan, including Land Use, Transportation, Storm Water, Water, Utilities and Waste Water in the past ten years. Include name of municipalities/political subdivisions/other entities, project size, cost, and type of project/name.
- D. Resources for Developing a Design Budget: What are your resources in developing a design budget similar to a project being planned by the County in this RFP? How accurate have you been in past projects in maintaining such a budget?
- E. Quality Control: Describe your internal quality control procedures.
- F. Control of Subcontractors: How do you control the performance of subcontractors?
- G. References: Please list five (5) references, three (3) of which should be current or recent clients, including contact names, addresses, and phone

numbers, for Master Plan (Land Use, Transportation, Storm Water, Water, Utilities and Waste Water) projects.

- H. Agreement. The proposal must contain a draft Agreement between County and Consultant for Professional Services that would potentially be executed by the selected Proposer and the County. The draft Agreement shall include a scope of services section that incorporates the scope of services as contained in Exhibit A. The draft Agreement shall also include schedule and compensation sections, terms and conditions, and insurance certificates, with the County listed on each certificate as the certificate holder, to demonstrate compliance with the insurance coverages as described in Section 4-5.

SECTION 3—EVALUATION PROCESS

3-1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection. Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

3-2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual Proposers, if required, proposals will initially be classified as:

- A. Potentially Acceptable
- B. Unacceptable

Discussions may be conducted with any or all of the Proposers whose proposals are found potentially acceptable. The County Planning and Zoning Office will establish procedures and schedules for conducting oral and/or written discussions. The County anticipates hosting those discussions/presentations, if it deems necessary, on **October 3, 2018, at 2:00 PM**. Proposers should state their availability for **October 3, 2018, 2:00 PM**, as part of their proposal response.

Proposers are advised that the County may award an Agreement on the basis of initial offers received, without discussions; therefore, each initial offer should contain the Proposer's best terms from a cost and technical standpoint.

3-3 PROPOSER INVESTIGATION

The County will make such investigations as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such investigations.

3-4 FINAL OFFERS AND AWARD OF AGREEMENT

The County reserves the right to reject any or all proposals, or portions thereof. The County shall make the award to the responsible Proposer whose proposal will be most advantageous to the County, in the County's sole discretion, with respect to price, conformance to the specifications, quality, and other factors as evaluated by the County. The County shall not in any event be required or constrained to award the Agreement to the Proposer proposing the lowest price. The County may award an Agreement on the basis of initial proposals received, without discussion; therefore, each initial proposal should contain the Proposer's best terms from a cost and technical standpoint.

The County reserves the right to evaluate the proposals using any number or form of criteria, including but not limited to, and not necessarily in order of importance, the following evaluation criteria:

- A. Successful experience with projects similar in nature to the one specified within this RFP.
- B. Successful experience with projects in local marketplace or Mid America Regional Council area.
- C. Successful experience of personnel that would be involved with this project, if awarded.
- D. Degree to which innovation and sustainability are prominent in past successful projects.
- E. Project Timeline.
- F. Costs.

SECTION 4—GENERAL CONTRACTUAL TERMS AND CONDITIONS

The following terms and conditions shall apply to the Agreement, and in the event of any direct inconsistency, conflict, or ambiguity between the Agreement and the following terms and conditions, the following terms and conditions shall take precedence.

4-1 AGREEMENT TERMS AND CONDITIONS

The submission of a proposal herein constitutes the agreement of Consultant that the Agreement shall include, at a minimum, all terms and conditions set forth in this Request for Proposals. The submission of a proposal shall further constitute the agreement of the Consultant that it will not insist on the use of standard contract agreements, documents, forms, or provisions that differ from this RFP, and that it waives any demand for the use of such standard agreements or provisions.

4-2 LAWS, REGULATIONS AND PERMITS

The Consultant shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the conduct of the work. The Consultant shall be liable for all violations of the law in connection with work furnished by the Consultant, including the Consultant's subcontractors, if any. Failure of the County to insist on the strict performance of the terms, conditions, and agreements herein contained or any of these shall not constitute or be construed as a waiver of relinquishment of the County's right thereafter to enforce strict compliance with any such terms, agreement or condition, but the same shall continue in full force and effect.

4-3 CONSULTANT COMMITMENTS, WARRANTIES, AND REPRESENTATIONS

A. Any commitment by the Consultant within the scope of the Agreement or its proposal shall be binding upon the Consultant. Failure of the Consultant to fulfill such a commitment shall render the Consultant liable for actual damages incurred by the County by reason of such failure of the Consultant. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under the terms of this Agreement. For purposes of this Agreement, a commitment by the Consultant includes: (i) prices and options committed to remain in force over a specified period of time; (ii) any warranty or representation made by the Consultant in a proposal as to performance or any other physical, design, or functional characteristics; (iii) any warranty or representation made by Consultant concerning the characteristics or items in (ii) above, contained in any literature, descriptions, drawings or specifications accompanying or referred to in a proposal; and (iv) any modification of, affirmation, or representation as to

the above that is made by Consultant in writing or during the course of negotiation, whether or not incorporated into a formal amendment to the proposal, supporting documents or negotiations subsequent thereto as to training to be provided, services to be performed, prices, and options committed to remain in force over a fixed period of time, or any other similar matter, regardless of the fact the duration of such commitment may exceed the duration of this Agreement.

- B. In addition to any other representations and warranties contained herein, Consultant represents and warrants the following: (i) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder; (ii) that it is authorized to do business in Kansas, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the equipment, goods, and/or services required hereunder, and has or will obtain all licenses and permits required by law prior to the beginning date of the initial term of the Agreement.

4-4 APPROPRIATIONS CLAUSE

The County's obligations and liabilities hereunder are subject to the appropriation of funds. If funds are not appropriated for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

4-5 INSURANCE

Consultant will maintain and pay the premiums on worker's compensation insurance, employer's liability insurance, public liability insurance, and property damage insurance policies. Additionally, Consultant will maintain and pay the premium on professional liability insurance in an aggregate amount of not less than Two Million Dollars (\$2,000,000.00), with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00). Certificates of insurance for such coverage will be provided to in Section 2-2(I) of this RFP. All such insurance shall be at no cost to the County. The Consultant agrees to indemnify and save the County harmless from and against any loss, damage, injury or liability, including reasonable attorneys' fees, arising from any negligent acts of the Consultant, its employees, agents, and subcontractors and their employees and agents. The Consultant shall not be responsible for any loss, damage, or liability arising from any acts by the County, its agents, staff, consultants employed by others, or other third parties who are not employees of the Consultant.

4-6 OWNERSHIP OF PLANS

Upon payment in full to the Consultant for all services rendered under the Agreement, the County shall have title to, own, and have the right to use for its

purposes, without additional compensation to Consultant, all plans, drawings and specifications (at whatever stage of development) furnished to the County by the Consultant in accordance with the Agreement. In addition to plans, drawings and specifications furnished to County in accordance with the Agreement, the Consultant will furnish the County, as part of its basic services, a complete set of revised and updated "reproducible drawings and specifications" and raw and processed data for the project in a georeferenced ArcMap compatible format using the County's projection, map units and other geographic standards in place at the time of the contract. Such reproducible drawings and specifications will not contain any reference to Consultant. The County agrees that it will not sell, license or (except on its own projects) otherwise permit the use of such plans, drawings and specifications or any prints made thereof. Consultant shall have no responsibility to County incident to County's use of such plans, drawings and specifications; and, to the extent permitted by law, County agrees to indemnify and hold Consultant harmless from and against any claims, damages, expenses (including reasonable attorneys' fees and costs of defense) and judgments against Consultant which result directly from County's use of such plans, drawings and specifications. Consultant shall immediately notify County in writing of any such claim asserted against Consultant.

Consultant will, as part of basic services, provide the County with a USB drive or other electronic medium compatible with County's computer operating systems containing the files for all contract documents, drawing and maps for the project. These files shall include, but shall not be limited to, all design documents, specifications, change orders and any other item that is part of the contract documents. Due to the potential that the information contained on the USB drive can be copied and modified by the County, or County's consultants, unintentionally or otherwise, Consultant shall remove all indications of its ownership, professional corporation name, and/or involvement from all documents contained within each file. For record purposes, Consultant shall keep an identical copy of a record USB drive on file. County recognizes that use of any such electronic media or USB drive will be at County's sole risk and without any liability, risk or legal exposure to Consultant. To the extent permitted by law, County agrees to indemnify and hold Consultant harmless from and against any judgments against Consultant which result directly from County's use of such electronic media. Consultant shall immediately notify County in writing of any such claim asserted against Consultant.

4-7 INFORMATION TRUE AND CORRECT

All documents, agreements and other information provided to the County by Consultant or which Consultant has caused to be provided to the County are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

4-8 STANDARD OF CARE

Consultant agrees that, in performing its duties under the Agreement, it will use the same care and skill ordinarily used by members of its profession under the same or similar circumstances.

EXHIBIT A—PROJECT OVERVIEW

A-1 PROJECT REQUIREMENTS

Master Plan

- Comp Plan Validation
- Land Use Update
- Storm Water
- Water
- Wastewater
- Transportation
- Roadmap for other Master Plan Pieces
- Parks
- Public Involvement
- Coordination with other entities

Transportation Master Plan

- Develop New Road Classifications
- Develop Access Management Guidelines
- Public Involvement
- Develop Capital Improvement Plan

Storm Water Master Plan

- Watershed and System Inventory
- Storm Water Ordinance, Policies and Criteria
- Storm Water Funding and Staffing Analysis
- Public Involvement
- Capital Projects and Maintenance Projects Plan

Water Master Plan

- Current Service Areas
- Future Demands (Domestic / Fire)
- Supply Options
- Distribution
- Storage Options
- Conceptual Layout
- Cost Estimates
- Phasing
- Public Involvement

Wastewater Master Plan

- Current Service Areas
- Current Capacities
- Future Waste Streams

- Collection Options
- Lift Station
- Treatment Options
- Conceptual Layout
- Cost Estimates
- Phasing
- Public Involvement

Coordination with other Utilities

- Electrical
- Natural Gas
- CATV

A-2 PROJECT LOCATION

All of Leavenworth County except the incorporated areas within the County. See attached map.

A-3 COMPREHENSIVE PLANNING, ZONING, AND SERVICES

History: Leavenworth County was the first portion of the Kansas Territory to be settled by the pioneers moving west. Following the establishment of Fort Leavenworth in 1827, a few settlers and traders came into the area. Growth was slow until 1854 when the Kansas-Nebraska Act was passed. The town of Leavenworth, the first city in Kansas, was incorporated in 1855 and Leavenworth County was established in the same year. By 1861, when Kansas was admitted to the Union, Leavenworth had a population of 7,500. The Leavenworth area experienced its boom years during and immediately after the Civil War. In 1867, it was estimated that Leavenworth's population reached 22,000. The boom slowed while other Kansas cities began to grow rapidly. Though in 1880, Leavenworth was still the largest city in Kansas. Since then, the County has continued to develop agriculturally and Fort Leavenworth has grown in national importance as a military education and training center.

Location: Leavenworth County is located in the northeast corner of Kansas and is bounded on the east by the Missouri River and Wyandotte County, on the west by Jefferson and Douglas Counties, on the south by the Kansas River, and on the north by Atchison County. The primary urban center is located in the northeast part of the County, including the Cities of Leavenworth and Lansing. The County contains the communities of Leavenworth, which is the county seat, Lansing, Ft. Leavenworth, Tonganoxie, Basehor, Linwood, and Easton. Leavenworth County has 468 sq. miles in land area and a population density of 148 persons per square mile. The average household size is 2.69 persons compared to the average Leavenworth family size of 3.15 persons. See the attached map.

Population: As of the 2010 census, Leavenworth County has an estimated population of 76,227. Major employers in the County and surrounding communities include Ft.

Leavenworth, Leavenworth USD 453, Eisenhower Veterans Affairs Medical Complex, Hallmark Cards, Lansing Correctional Facility, Northrop Grumman, and the U.S. Penitentiary.

Growth: Most communities in Leavenworth County are experiencing growth. Lansing is expanding residential development and building a commercial center. Basehor and Tonganoxie, lie within an area that is experiencing Kansas City metro related development pressures. These communities are the fastest growing in the state and are expected to see above average growth over the next two decades. Linwood is located in the southern part of the County and should experience some growth due to its proximity to Johnson County communities and the City of Lawrence. Easton is located in the northwest portion of the County.

A-4 REQUIRED REPORTS, PERIODIC CONSULTATIONS WITH COUNTY, AND WORKSHOPS

Consultant will work with the County to establish a report and billing schedule.

A-5 PERMITTING

No permitting requirements are anticipated.

A-6 DESIGN DOCUMENT REQUIREMENTS

1. Documentation containing a comprehensive land use analysis and specific recommendations and requirements listed under Exhibit A regarding transportation, waste water, storm water, water and utilities.
2. Supporting graphics, renderings and illustrations necessary to convey the recommendations and options proposed by the Consultant.

A-7 TECHNICAL SPECIFICATIONS

1. All maps will be based upon Leavenworth County GIS projections and map units and compatible with the County Geographic Information System.
2. All documents will be provided in an editable Microsoft Word format and as a fully documented and editable Adobe PDF.
3. All graphics, renderings and illustrations will be provided in their high resolution native format as well as in their final format.

ATTACHMENT A—PROPOSAL RESPONSE CERTIFICATION

DATE

The undersigned, as Proposer, declares that he or she has read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet or agree to all specifications, terms, and provisions contained therein. It is further acknowledged that addenda numbers _____ to _____ have been received and were examined as part of the RFP document.

Name of Proposer/Company: _____

Tax ID Number: _____

Signature

Printed Name

Title

Street Address

Telephone / Fax Number

E-mail Address