

REQUEST FOR PROPOSAL NO. – FP540003

Sealed Request for Proposal will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **5:00 O'CLOCK P. M., THURSDAY, APRIL 2, 2015.** One (1) original and eight (8) copies of the proposal are required. Envelopes must be marked "Request for Proposal FP540003" and show Due Date and Time to identify contents. "Request For Proposal" submittal letter must be signed and dated to submit a proposal for:

PUBLIC WORKS & UTILITIES DEPARTMENT/ENVIRONMENTAL HEALTH DIVISION

Brooks Landfill Gas Utilization

AS PER SPECIFICATIONS

F.O.B.: Wichita, KS

Specifications for the sealed proposals are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, (316) 268-4636.

A **PRE-PROPOSAL CONFERENCE & TELEPHONE CONFERENCE** will be held in the Environmental Health Conference Room, 1900 E. 9th Street, Wichita, KS, on **Wednesday, February 4, 2015, at 10:00 A.M.** For access to the Conference Telephone Call please dial 720-514-4158 and then enter the access code 2192269#. The purpose of the meeting will be to answer questions from vendors regarding the specifications and proposal procedure.

Sealed proposals shall be received in the office of the City Purchasing Manager prior to 5:00 o'clock p.m., Thursday, April 2, 2015.

The review and evaluation of the submitted Proposals will take estimated 60 to 90 days before notification from the City of Wichita that a contract has been approved by City Council. If the Purchasing Division may be of further assistance, please contact us at (316) 268-4636.

Dated at Wichita, Kansas, on the 14th day of January, 2015.

Melinda A. Walker
Purchasing Manager

ATTENTION

**A PRE-PROPOSAL CONFERENCE & TELEPHONE CONFERENCE WILL BE
HELD IN**

THE ENVIRONMENTAL HEALTH CONFERENCE

ROOM AT

1900 E. 9TH STREET

AT 10:00 A. M.,

ON

WEDNESDAY, FEBRUARY 4, 2015

**FOR ACCESS TO THE CONFERENCE TELEPHONE CALL PLEASE DIAL
720-514-4158 AND ENTER ACESS CODE 2192269#.**

**THE PURPOSE OF THE MEETING WILL BE TO REVIEW
REQUIREMENTS AND SPECIFICATIONS
CONTAINED IN THIS PROPOSAL PACKAGE AND TO CORRECT
ANY ERRORS OR TO MAKE ANY NECESSARY CHANGES.**

ATTENDANCE AT THIS PRE-PROPOSAL IS **RECOMMENDED
FOR THOSE FIRMS SUBMITTING PROPOSAL
AS A PRIME CONTRACTOR.**

NOTICE...NOTICE...NOTICE

NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.
2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001 et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City Of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.
 - d. Contractor shall include the provisions of Paragraphs (a), (b), (c), and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
 - e. EXEMPTED from these requirements are:
 - (1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).
 - (2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contract.
 - (3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars (\$5,000.00) or less during the City fiscal year.
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.
3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and/or any law, regulation or amendments as may be promulgated thereunder.
4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1976 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and any such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.
5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions Claimed: Four (4) Employees or less; Federal Contract, Contract less than \$5,000.00.

NOTE: You will be contacted if you are the successful vendor and do not have a current EEO/AA submittal on file with the Purchasing Office and/or have not REGISTERED VIA THE CITY'S WEB SITE: <https://ep.wichita.gov>. Questions about the City of Wichita's EEO/AA submittal requirements should be directed to (316) 268-4417.

**City of Wichita, Kansas
Request for Proposals
On
BROOKS LANDFILL GAS UTILIZATION
WICHITA, KANSAS**

CITY OF WICHITA DEPARTMENT OF PUBLIC WORKS & UTILITIES

I. Introduction and Purpose

The City of Wichita (“City”) is soliciting proposals from qualified and experienced firms (“Firm”) to beneficially utilize landfill gas (LFG) generated from Brooks Landfill.

The City’s objectives for this LFG Utilization Project (“Project”) are to identify a Firm which will:

1. Identify an end user who will beneficially use LFG.
2. Assume all operational duties of LFG management.
3. Comply with applicable regulatory (State and Federal) requirements.
4. Provide revenues to the City for the exclusive rights to the LFG.

The conditions of the project include the following:

- The Firm will draft, propose, and negotiate a Landfill Gas Purchase Agreement (“Agreement”) with the City. As part of the Agreement, the Firm shall provide a financial model for compensation to the City for exclusive rights to recover and use the LFG.
- The Firm will provide all necessary planning, operation, and maintenance of the existing LFG recovery system, and any design, permitting, construction, operation, and maintenance of additional or replacement facilities or equipment, as needed according to the Firm’s plan. The Firm is responsible for all costs associated with the development, startup, and ongoing operation of the project.
- The Firm will assume responsibility for all compliance and reporting activities at Brooks Landfill pertaining to the City’s Title V Class I Air Emission Operating Permit for Brooks Landfill and related State and Federal emissions requirements.

The purpose of this Request for Proposals is to outline the intended Project, describe the information to be provided in the proposal, and the process which will be used in selecting a Firm to develop and complete this Project.

II. Site Background

The Brooks Landfill is located at 4100 N West Street, Wichita, Kansas, in Sections 25 and 26, of Township 26 South, Range 1 West. The landfill comprises a 360-acre site that has four closed municipal solid waste (MSW) cells (A, B, C and D), one closed construction and demolition (C&D)

cell (Phase I), and three areas that actively accept C&D waste, asbestos, and yard waste. The closed MSW cells accepted an estimated 10,000,000 tons of waste from 1966 to 2001. Brooks Landfill operates under KDHE Permit No. 213 and holds Air Permit No. 1730225 for an open flare. The owner of the landfill is the City of Wichita. Active C&D landfill operations are contracted to Green Group Holdings, LLC (GGH). The City owns and operates the gas collection system.

Cells A and B are not part of the gas collection system. Cells C and D are comprised of approximately 200 acres of municipal solid waste (MSW) with an estimated maximum depth of 75-115 feet. The upper 1/3 portions of cells C and D are capped with a PVC geomembrane. The gas control and collection system (GCCS) is comprised of 134 vertical wells installed on the top and side slopes of cells C and D. All header and lateral collection piping is installed below grade, except where the laterals connect to above-grade wellheads. The system utilizes a 2,745 CFM HSi, Inc. blower connected to a LFG Specialties, Inc. open skid-mounted candlestick flare.

Immediately adjacent to the candlestick flare is an area measuring approximately 150' x 150' containing several pieces of LFG processing equipment that were utilized by the previous vendor. This equipment is owned by DTE Biomass and may be obtained through negotiations with DTE Biomass. The equipment in the following list has not been used in the past two years, and it is unknown whether or not the equipment is still functional or whether it can be rebuilt. Equipment includes: two 200 HP Gardner Denver blowers, one of which was rebuilt shortly before being shutdown in November 2012; two knockouts; two Americool air cooled heat exchangers; one Pneumatech, Inc. dryer with Johnson Controls compressor; and an additional LFG Specialties, Inc. open candlestick flare. In addition, there are several disassembled sections of pipe at the site, along with fencing that formerly surrounded a 110'x110' area. Photographs of current and unused GCCS equipment are shown in Appendix A. The previous LFG vendor conveyed the LFG away from Brooks Landfill through approximately 10 miles of pipeline to a plant located near the town of Colwich. The pipeline is still in place, but has been abandoned, and its current state of repair is unknown. Located along the west and north perimeters of Brooks Landfill is a natural gas pipeline that is currently owned and operated by Southern Star.

LFG generation potential for the next 20 years (2015 through 2035) has been projected at 4,814,760 MMBTU (Million British Thermal Units) using LandGEM modeling and assuming a 60% collection efficiency. This information is included in Appendix B (Brooks Landfill Gas Generation and Utilization Estimate, Allied Environmental Consultants, 2014). Also included in the report in Appendix A are LFG generation estimates using three alternate models, a gas composition analysis, and additional site details. The City provides no guarantees, either expressed or implied, as to the amount or chemical composition of the LFG to be made available to the Firm, including, but not limited to, any warranty of merchantability or fitness of the LFG for a particular purpose. The Firm shall be responsible for modifying or improving LFG quality to meet the operating needs of their system including moisture reduction and contaminant removal. The City makes no guarantee that these conditions will remain consistent over the life of the agreement.

The City owns 420 acres surrounding the north and west sides of Brooks Landfill, designated to become Crystal Prairie Lake Park (formerly referred to as Kingsbury Park). The park site is currently being leased for the extraction of sand and gravel. Upon completion of mining operations, the City

plans to complete the park with a lake, visitors/events center, nature center, amphitheater, beach house, and several open and enclosed shelters. The City's goal for the park is that it be a "net zero" energy consumption facility, able to function entirely on energy from sources in or adjacent to the park, including solar, wind, water, geothermal, and/or methane-to-energy conversion. With a goal of opening by 2020, the park project presents an opportunity for the City and the selected Firm to work together to identify a beneficial use for the landfill gas that will help the City realize its sustainability goals for Crystal Prairie Lake Park.

III. Scope of Services

A. LFG Purchase Agreement

The selected Firm shall be required to propose and negotiate a formal LFG Purchase Agreement with the City. The Agreement must address the terms and conditions in which the Firm intends to provide beneficial use of the LFG, schedule of implementation, and a structure to provide financial compensation to the City in return for exclusive rights to beneficially utilize LFG from the Brooks Landfill. Royalty payments may be based either on direct sale of gas to the Firm or a percentage of energy sales by the Firm to a utility or other user. The financial model shall identify a minimum annual LFG purchase amount the Firm will make or other minimum annual compensation to the City.

The Firm shall determine feasibility of providing gas or other energy to the proposed Crystal Prairie Lake Park and include such provision, if feasible, in the Agreement. Although providing energy to the park is not a requirement for submitting a proposal, the City may show preference to a Firm that proposes to provide gas or other energy to the park.

Negotiations will be used to resolve financial, technical or administrative aspects of the Agreement. If, for any reason, a contract cannot be negotiated with the selected Firm within sixty (60) days after notification of award, the City may terminate contract negotiations and open negotiations with the next Firm whose proposal appears most favorable to the City.

B. Sale of Power

The Firm will be responsible for determining the most viable and profitable market for an end-product of the LFG. The Firm shall contract with a buyer, utilities provider or other end user for the sale of said product. Revenues resulting from the sale of LFG products will go to the Firm, except for the royalties paid to the City as described in the LFG Purchase Agreement.

C. Facilities

The Firm will be granted full use of the area adjacent to the existing candlestick flare described in the site background. Any abandoned equipment on the site may be obtained by the Firm, if desired, through negotiations DTE Biomass Energy. There are no additional land or facilities available at Brooks Landfill for construction or operation of an onsite facility; however, the City will grant to the Firm an easement for pipelines, as needed, to transmit gas or other products of landfill gas offsite. As plans for the adjacent Crystal Prairie Lake Park are still under development, the City will consider allowing the Firm to lease a small area within the park site, provided that the Firm agrees to provide some form of energy for use within the park. Any plans

for the Firm to utilize land at the park site must be approved by the Park Board prior to implementation.

The Firm will be responsible for obtaining, permitting, and/or constructing any and all additional LFG control devices, processing equipment or facilities, pipeline, and other conveyances needed to achieve a beneficial end-use for the LFG, whether this is accomplished onsite or offsite. The Firm will own and operate any offsite LFG facilities. The City will maintain ownership of the existing (operational) candlestick flare and GCCS wells, wellheads, and piping, while monitoring, maintenance and repairs, and compliance with respect to the existing GCCS will be the responsibility of the Firm. Ownership, operation, maintenance, and compliance of the LFG conversion component will be the responsibility of the Firm. The Firm shall perform field testing of the LFG components to verify that all systems comply with performance and regulatory requirements.

The Firm shall prepare and submit to the City a preliminary Plan for any proposed construction at Brooks Landfill and the Crystal Prairie Lake Park site, if needed according to the Firm's proposed project. The location of any proposed facilities shall not interfere with the operations at the landfill. The City (and Park Board, if applicable) will review the proposed Plan for compatibility with the existing and future landfill and park activities and permit compliance. The Plan must be finalized and accepted by the City prior to beginning construction. Final construction quality reports for any construction within Brooks Landfill and/or the Crystal Prairie Lake Park site shall be submitted to the City.

D. Design and Construction of Project

The selected Firm shall provide all labor, materials, equipment, supervision and technical support required to develop the Project for the LFG utilization. The Firm shall provide all planning, design, permitting, construction, operation and maintenance of the Project. The Firm is responsible for all costs associated with the development, implementation, and ongoing operation of the Project.

The proposed Project shall be designed to interface with the existing LFG collection and control system (GCCS) in place at Brooks Landfill, and act as an integrated component of the overall LFG management system. The proposed Project will connect to the GCCS at or near the location of the existing flare, and must maintain a balanced draw from the GCCS, in accordance with the City's Class I Air Emission Source Operating Permit.

The primary objective of the GCCS is to control LFG migration, emissions, and odors. The Project must provide adequate destruction efficiency to comply with the Title V Class I Air Emission Source Operating Permit and other air quality regulations. Any LFG not converted for beneficial use must be adequately destroyed as required by all local, state, and federal regulations pertaining to LFG.

E. Permitting

The Firm shall be responsible for obtaining all permits required for implementation of the Project. This can include, but is not limited to land use, zoning, air quality, and other environmental regulations. The Firm shall be responsible for modifying the City's existing Class I Air Emission Source Operating Permit and/or the Solid Waste Permit for Brooks Landfill, if required by the

proposed operation, and the Firm shall be responsible for obtaining approval for those permits from the Kansas Department of Health and Environment.

F. Compliance Reporting

The City currently contracts with SCS Aquaterra for air quality compliance report preparation services. This contract expires November 30, 2016. Beginning on December 1, 2016, the Firm shall be responsible for preparing and submitting all compliance reports, or retaining services from a third party vendor for preparing and submitting said reports, in accordance with the City's Class I Air Emission Operating Permit for Brooks Landfill, the New Source Performance Standards (NSPS) for municipal solid waste landfills (40 CFR 60), the National Emissions Standards for Hazardous Air Pollutants (NESHAP) and Maximum Achievable Control Technology (MACT) standards for municipal solid waste landfills (40 CFR 61 and 63), the Environmental Protection Agency (EPA) Greenhouse Gas Reporting Program requirements (40 CFR 98), and directives from the Kansas Department of Health and Environment (KDHE) Bureau of Air.

Beginning December 1, 2016, tasks will include:

- Preparation and submission of the semi-annual NSPS/NESHAP compliance report to the KDHE Bureau of Air and the EPA;
- Preparation and submission of the annual compliance certification to the KDHE Bureau of Air and the EPA;
- Preparation and submission of the annual greenhouse gas reports (as required by the EPA's Greenhouse Gas Reporting Program) to the EPA;
- Preparation and submission of the annual emissions inventory to the KDHE Bureau of Air;
- Preparation of deviation reports, if necessary;
- Preparation and submission of any additional reports deemed necessary as necessitated by the proposed operation; and
- Preparation of the Title V Class I Air Emission Source Operating Permit renewal application (2020) and obtaining approval on any necessary permit modifications.

Additional details regarding report preparation requirements are included in Appendix C.

G. Project Scheduling

The Firm shall be responsible for developing and keeping current a schedule of the project startup with key milestones and periods for completion. It is recognized that some items may be beyond the control of the Firm, such as obtaining permit approval. All tasks should be well defined, with an evaluation of potential delays, and anticipated adjustments to milestone target dates provided. The Firm shall be responsible for informing the City of monthly progress and changes in the schedule.

The Firm shall ensure that project implementation commences as soon as practicable after necessary approval by the City, permitting, and financing have been arranged. The Firm must furnish or procure all services, labor, equipment and materials necessary to implement the project in its entirety and in full working order within 12 months of the effective date of the Agreement, or as proposed by the Firm in project schedule.

H. Termination of Project

Within 90 days of termination of the Agreement, the Firm shall remove all surface and above-ground property fixtures and improvements that have been placed on the City's landfill property by the Firm, except for any system components that are integral to the operational GCCS at that time. The GCCS shall be restored as required by permit, and ownership of any underground piping, wells, and any other working flare(s) or GCCS system components transferred to the City.

- 1. *Termination by the City.*** If, for any cause within the term the Agreement, the Firm shall fail to fulfill its obligations under the Agreement in a timely and proper manner as required by the Agreement, or if the Firm shall violate any of the covenants, agreements, or stipulations of the Agreement, the City shall notify the Firm within ten (10) days of the violation. If the Firm has not remedied the violation with ten (10) days to the City's approval and acceptance, thereupon the City at its discretion shall have the right to terminate the Agreement by giving written notice to the Firm of such termination, effective sixty (60) days following receipt of same, provided, however, that the Firm shall be provided a reasonable time within which to remedy such deficiencies. The City may terminate the Agreement for any reason with ninety (90) days written notice to the Firm.
- 2. *Termination by the Firm.*** The Firm may terminate the Agreement at any time for failure of the City to comply with any material terms or conditions of the Agreement, effective (60) sixty days following receipt, provided, however, that the City shall be provided a reasonable time within which to remedy such deficiencies. The Firm may terminate the Agreement for any reason with ninety (90) days written notice to the City.

IV. Term

The term of the Agreement between the City and the selected Firm shall be twenty (20) years.

V. Submittal Requirements

Mandatory Elements:

- A. One (1) original and eight (8) copies of the proposal must be submitted to the following address no later than **5:00 pm on Thursday, April 2, 2015**:

Melinda Walker, Purchasing Manager
City Hall, 12th Floor
455 N Main
Wichita, KS 67202
- B. All proposals must be submitted on 8 1/2" X 11" white paper (no legal size or odd size pages are permitted) and fully address the Scope of Services.
- C. The proposal must include the signature of an official of the firm that is authorized to contract for the firm. The proposal must contain: contact person name and title; name of firm; address of firm; telephone number of contact person; fax number of firm and email address of contact person.

All proposals submitted in response to this RFP shall contain the following information. For ease of evaluation, please provide information in clearly identified sections, organized as listed below.

Submittals that do not meet this minimum requirement may be deemed incomplete and eliminated from consideration. Additional or supplemental information may be included in submittals at the option of the responding firm as the last section of the submittal.

All proposal preparations, printing, and submissions are to be at the expense of the submitting firm.

SECTION 1 - Primary Firm Information

The Primary Firm shall be defined as the architectural firm that has responsibility for management of all professional services on the project and with whom the City contracts for professional services.

- 1) Firm name, address, telephone number, fax number, and website
- 2) Brief overview and history of the firm
- 3) Names of principals of the firm
- 4) Primary contact person(s) for this project. Principal-in-Charge and Project Manager with their direct telephone and e-mail

SECTION 2 - Financial Capability of Firms

- 1) Provide evidence of the financial capability of the Firm to undertake the project.
- 2) Explain the level of financial resources the Firm will commit to the project as well as the willingness of the Firm to provide guarantees or other assurances that development funding will be adequate.
- 3) Provide information regarding the successful funding of similar projects.
- 4) Provide references from key lenders, equity investors, or other funding sources that have been used on similar projects.

SECTION 3 - Project Team Information

- 1) Project team organization chart
- 2) List all key staff from the primary firm and consulting firms that are expected to work on this project and a brief description of their responsibilities.
- 3) Provide resumes for key staff on the project team; both primary firm and consulting firms. Include experience, qualifications, and years with the firm.
- 4) Describe the primary firm's history of collaborating with the other firms and consultants on this team.

SECTION 4 – Consultant Information (provide for each consultant)

- 1) Firm name, address, telephone number, and web site
- 2) Brief overview and history of the consulting firm
- 3) Services the consultant will provide to the primary firm
- 4) History of working with the primary firm

SECTION 5 – Project Experience and References

- 1) Provide information about the team's collective experience working on other LFG utilization projects.
- 2) Provide information on three projects completed by the primary firm similar in size and complexity. Include information about project size and results. Additional similar projects may be listed after the three described above, including similar projects by the teams

consultants (clearly identified as consultants' projects).

- 3) Provide at least three references for the primary firm for similar projects completed within the past five years. If possible, these references should match the projects listed for Section 5, item 2.

SECTION 6 - Project Approach

- 1) Description of proposed LFG Utilization Project with end-user identified.
- 2) Proposed schedule.
- 3) Proposed financial model and compensation package.
- 4) Optional: Additional consideration given for inclusion of a project option that will benefit the future Crystal Prairie Lake Park project by providing natural gas or electricity for use at the park.

SECTION 7 - Project Requirements

- 1) Affirmation of willingness to comply with requirements set forth in the Non-discrimination and Equal Employment Opportunity Statements and/or any other Federal or State requirements.
- 2) Affirmation of the following conflict of interest disclaimers:
 - a) That the primary firm and consulting firms presently have no interest, and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services.
 - b) That the primary firm and consulting firms shall not employ any person having such conflicting interest.
- 3) Affirmation of ability to comply with insurance requirements as set forth by the State of Kansas and the City of Wichita.
- 4) Affirmation of the request for qualifications certification conditions:
 - a) **Certification 1**-The Firm hereby certifies that:
 - i. The Firm has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, any firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above Firm) to solicit or secure this Agreement.
 - i. The Firm has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
 - ii. The Firm has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).
 - b) **Certification 2**- The Firm hereby certifies that:
No Lobbying and Influencing Federal and/or City Employees or City Council Members:
 - i. No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Firm shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities" in accordance with its instruction.

c) **Certification 3**-The Firm hereby certifies that:

No member, officer, employee, agent, or City Council member of the City of Wichita member exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Firm shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The Firm shall use due diligence to ensure employees, Board members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

OPTIONAL SECTION 8 - Additional Information

Provide any additional or supplemental information not listed above that helps convey your qualifications for this project. Leaving this section out is encouraged unless something pertinent is not covered in the sections above.

VI. Selection Process

The selection process shall be based on the qualifications and applicable experience of the firms submitting qualifications. All submittals will be reviewed by a Screening and Selection Committee comprised of representatives from various City departments and/or the community. During this process, the City may request additional information or clarifications from vendors, or may allow corrections of errors or omissions. A short list of firms will be selected for formal presentations to the Selection Committee. Following the presentations, the Selection Committee will rank the firms in order of preference. This ranking will provide the basis for the process of negotiating the contract fees and project schedule, beginning with the Firm deemed most qualified. Once a preliminary contract is negotiated, the Firm will be recommended to the City Manager for action by the City Council. The City Council will review and approve or disapprove the contract and authorize the necessary signatures.

VII. Evaluation Criteria - to include but not limited to

Project Understanding/Experience

1. Understanding of the project objectives
2. Qualifications and expertise in the industry
3. Experience with similar projects

Approach

4. A) Approach to project
- B) Benefit for the planned Crystal Prairie Lake Park (optional)
5. Viable end-user with commitment
6. Proposed schedule meets demand

Resources and Technical Qualifications:

7. The quality of professional staff assigned and adequacy of resources
8. Financial capability
9. EBE/DBE Participation and/or Subcontracting/Joint Ventures (if applicable)

Other

10. Financial benefit to City
11. References
12. Preparation/presentation/format

VIII. Kansas Open Records Act

Pursuant to the Kansas Open Records Act (K.S.A. 45-215 et seq.), all proposals received become a public record once award of the contract or agreement has been approved by the City Council. Consultants should not expect the City to seek confidentiality protection for any claimed privileged or proprietary information in the written qualification just because the material is marked "confidential" or "proprietary." For any essential information that the consultant reasonably believes can be defended as being exempt from disclosure under the Act, the informal must be capable of being separated or redacted from the balance of the qualification and should be clearly and specifically marked as confidential or proprietary. For any material so designated, the City will seek to claim confidentiality if the justification for such confidentiality is readily apparent or if the bidder requests that the City to contact the bidders for guidance before making the material public. The City cannot guarantee the confidentiality of claimed material, however.

IX. Subcontracting/Joint Ventures

Firms may subcontract portions of the contract to other businesses. A joint venture between two or more vendors is wholly acceptable if it serves the best interests of the City of Wichita. If this is done, the names of the proposed subcontracting vendors must be clearly identified in the qualification. Following an award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City of Wichita. The firm receiving the contract award will be responsible for any work of such subcontractors and sign the contract with the City of Wichita.

X. Emerging and Disadvantaged Business Participation

Firms are encouraged to consider subcontracting portions of the contract to emerging and disadvantaged businesses and/or women owned businesses. Therefore, each consultant shall specifically identify the participation of emerging and disadvantaged contractors and subcontractors in the work to be performed by the consultant and shall list such emerging and disadvantaged contractors or subcontractors by name and show the dollar amount of work to be performed by each in the proposal.

XI. Anti-Discrimination

The primary firm and consulting firms shall not discriminate against any person or applicant for employment because of race, color, creed, religion, sex, national origin or ancestry, age, physical or mental disability.

XII. Owner's Rights Reserved

The City of Wichita reserves the right to accept or reject any or all submittals in whole or in part; to waive any irregularities in any submittals, and to accept the submittals which are, in the judgment of both entities, most advantageous to the project. The City of Wichita maintains the following rights:

- To accept or reject any statement of qualifications submitted.
- To retain all statements of qualifications or any ideas submitted in a statement of qualifications.
- To request additional information or clarification or to allow corrections on omissions during the evaluation process.
- To modify the scope of services during negotiation of the contract.
- To make an award on the basis of the determined greatest benefit and not necessarily based on fee or compensation.
- To negotiate separately with any firm after opening the statements of qualifications when such action is in their best interest. Negotiations may be conducted, but will not constitute acceptance, rejection, or a counter offer on the part of the owners.

Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP and a willingness to enter into a contract.

XIII. Indemnification

The Firm must agree to protect, defend, indemnify, and hold harmless the City of Wichita, their elected and appointed officials, agents, and employees from and against any and all liability, damages, claims, suits, liens and judgments of whatever nature. This includes claims for contribution and/or indemnification, for injuries to any person or persons, caused as a result of or in conjunction with this submittal or subsequent submittals. Firm's obligation to protect, defend, indemnify, and hold harmless both entities, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

XIV. Post Award Conditions

- A. Before a contract is executed, the firm must submit to the City an approved Equal Employment Opportunity/Affirmative Action Plan. This does not have to be submitted with the proposal.
- B. The firm agrees, if awarded the contract, to negotiate and enter into a contract with the City of Wichita within sixty (60) days of award.

XV. Changes

The City, at its option, may make changes in the terms or requirements included in this RFP, and such changes shall be incorporated into this document through written addendums.

XVI. Pre-submittal Conference

A pre-submittal conference will be held **Wednesday, February 4 at 10:00 am at 1900 E. 9th Street, Wichita, KS 67214 in the Environmental Health Conference Room** to review requirements contained in the submittal package and to make any necessary changes. Attendance is recommended for firms submitting a proposal. Alternatively, participants may attend the pre-submittal conference by phone by dialing **720-514-4158** and entering access code **2192269#**. Offsite participants having difficulty joining by phone are asked to call Environmental Health support staff at 316-268-8351.

XVII. Site Access/Technical Questions/Procurement Questions

The deadline for questions is 3:00 pm on Monday, March 2, 2015.

Proposals must be submitted as described in Section V no later than 5:00 pm on Thursday, April 2, 2015.

All questions concerning this request for proposals and requests for site access must be made in writing and directed to:

Laura Quick, Environmental Compliance Manager
City of Wichita, Dept. of Public Works & Utilities
Environmental Health
1900 E. 9th St.
Wichita, Kansas 67213
316-268-8330
lquick@wichita.gov

Please do not contact any other City staff or personnel regarding this request for proposals. Response to all inquiries will be made in writing in a timely manner and will be shared with all prospective firms. Any oral interpretations or clarifications to this RFP shall not be relied upon.

LIABILITY INSURANCE SPECIFICATIONS

The **Successful Bidder** will be required to furnish a Certificate of Insurance (prior to the Purchase Order, Agreement, or Contract being issued) with the following minimum coverage:

1. Commercial General Liability

Covering premises---operations, xcu hazards when applicable, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Occurrence
	\$500,000 Each Aggregate

Property Damage Liability	\$500,000 Each Occurrence
	\$500,000 Each Aggregate

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Occurrence
	\$500,000 Each Aggregate

2. Comprehensive Automobile Liability

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Accident
Property Damage Liability	\$500,000 Each Accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Accident
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3. Workers' Compensation

Employers Liability	<u>Statutory</u>
	\$100,000 Each Accident
	\$500,000 Aggregate
	\$100,000 Occupational Disease

The Insurance Certificate must contain the following:

Statement that the Contractual Liability includes the Liability of the City of Wichita assumed by the Contractor in the contract documents.

The Certificate of Insurance must be submitted **within ten (10) days** after notification of award to the City of Wichita Purchasing Manager, City Hall, 12th Floor, 455 North Main, Wichita, Kansas, 67202-1694.

END OF SPECIFICATIONS

(R02/11)

GENERAL SPECIFICATIONS

PROPOSAL FORMS

All proposals **MUST** be submitted and signed by an officer or employee authorized to sign proposal. Any exceptions, to the specifications, terms and/or other conditions concerning the proposal, **must** be noted in the "Proposal" to be considered. The "Proposal" is to be submitted in an envelope showing a return address, the proposal number and due date. Vendors are requested to submit current literature or brochures relating to their proposal.

CONFLICT OF INTEREST

The firm is required to disclose that it has no conflict of interest with regard to any officer or employee of the companies involved including the City of Wichita.

LICENSE

Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

CONTRACT

The successful vendor agrees to enter into a contract with the City, and when required, as per specifications, to furnish bond by a surety company authorized to do business in the State of Kansas.

EMERGING & DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION ENCOURAGEMENT

The City of Wichita encourages all vendors to include emerging & disadvantaged business participation in their proposals.

ARBITRATION PROVISIONS

"Notwithstanding anything to the contrary contained in these proposal documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these proposal documents or in the contract to be awarded herein shall be null and void."

ANTITRUST LITIGATION CLAUSE

"For good cause, and as consideration for executing a purchase order/contract, the contractor, acting therein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita, all rights title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita, Kansas, pursuant to a purchase order/contract.

CONSTRUCTION - PAVING PROJECTS

On construction or paving projects, contractors **MUST** contact the City Controller's Office, City Hall, 12th Floor, 455 North Main Street for a Kansas Sales Tax Exemption Certificate **prior** to starting work. Contractors will be responsible for paying Kansas Sales Tax on any purchase for these projects made **before** the certificate is issued.

RESTORATION

"Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by construction to a condition equal to or better than existed prior to the commencement of construction. Such restoration shall include but not be limited to regrading and seeding of areas where grass was planted and growing prior to construction; provided, however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth and Contractor shall have no responsibility to ensure growth of such seeded area(s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such restoration work in the same manner as it is responsible for the performance of the contract work."

FEDERAL EXCISE TAX

The articles specified in this proposal are for the exclusive use of the City of Wichita, Kansas. Therefore, Federal Excise Tax shall not be imposed. The City of Wichita, Kansas Federal Excise Tax Exemption Certificate Number is 48 77 0021K.

ESTIMATED QUANTITIES

If estimated quantities are shown, on the "Request For Formal Proposal" form, they are used to evaluate the proposal only. The figure(s) listed is the estimated usage only and is not intended to limit or guarantee in any way, the amount the City may purchase under the purchase order/contract.

CITY OF WICHITA CREDIT CARD

Presently, many City Agencies use a City of Wichita Procurement Card (Visa) in lieu of a City warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

DELIVERY

Delays in delivery caused by bona fide strikes, government priority or requisitions, riots, fires, sabotage, acts of God or any other delays deemed by the Purchasing Manager to be clearly and unequivocally beyond the contractor's control, will be recognized by the City, and the contractor will be relieved of the responsibility of meeting the delivery time, as stipulated in the contract, upon contractor's filing with the Purchasing Manager a notarized just and true statement signed by a responsible official of the contractor's company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action by the Purchasing Manager.

AWARD

The City, through its Purchasing Manager reserves the right to accept or reject any or all proposals and any part of parts of any proposal and to waive formalities therein to determine which is the most beneficial proposal. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the proposal. All proposals are awarded subject to a check of the computations shown on the "Request For Proposal" form. In the event of a discrepancy in the extension(s) or total for the item(s), the unit cost shall prevail.

Vendors must guarantee proposal prices for a period of ninety (90) days after the proposal.