



NON N27086
Real Estate Advisor/Project Consultant for Vehicle Impound Management
Services Facility Location

Date of Request: June 22, 2017

Response Due By: July 20, 2017, 2:00 PM, CST

Written requests for information should be directed to:

Kelly P. Regan
Unified Government of Wyandotte County/Kansas City, Kansas
Office of Procurement & Contract Compliance
Fax: 913-573-5447
kregan@wycokck.org

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Introduction

The Unified Government of Wyandotte County/Kansas City, Kansas (UG) is seeking proposals from firms to Act as the Unified Government's Real Estate Advisor and Project Consultant during the Facility Planning and Decision Phase to identify a location for a new Vehicle Impound Management Services Facility located within the boundaries of Kansas City, Kansas. The successful firm will be awarded a professional services contract.

The UG will accept proposals from firms interested in providing the requested services. Proposals must be received by no later than 2:00 P.M. local time on Thursday, July 20, 2017. (See Section 8 for more detailed submission information.)

General Background and Description

Kansas City, Kansas is the third largest city in the state of Kansas and is the county seat of Wyandotte County. The city was incorporated in 1886 and for 73 years was governed by a three-member elected Board of Commissioners. In August 1982, voters approved a change in the form of city government to a seven-member, Mayor-Council-Administrator form of government effective April 1983.

On April 1, 1997, voters approved to consolidate the governments of the City of Kansas City, Kansas and Wyandotte County, Kansas into one jurisdiction: The Unified Government of Wyandotte County/Kansas City, Kansas. The change took effect October 1, 1997. The Unified Government, with a year 2010 Census County population of 157,882, covers 155.7 square miles.

The Unified Government's Board of Commissioners is an eleven (11) member governing body. The Commission comprises a Mayor/CEO, which is nominated and elected at-large, and ten (10) Commission members. Eight of the Commission members are nominated and elected from districts. The two (2) at-large Commission members are nominated from districts and elected at-large.

Scope of Services

1. **Project Statement:**

Unified Government of Kansas City, Kansas and Wyandotte County (“UG”) desires to consolidate their municipal vehicle impound management services. This will include a consolidation of the current impound services locations, reduction of third-party impound services and reassignment of the management of the impound services operations to internal UG staff. The later includes but is not limited, to towing or cartage of impounded vehicles or evidence which are impounded at the direction of the UG Police Department or the UG Sheriff’s Department, to include vehicle accidents, DUIs, and citations issues by any Unified Government department, notification of non-impound, and no preference tows at the request of the Police and Sheriff departments. Actual towing of vehicles will continue to be provided by a third-party vendor. UG believes that consolidation and managing these facilities internally will better serve the community, result in safer operations, increase security of crime related vehicles as well as reduce the overall cost of operations.

Annually, the Kansas City, Kansas Police Department (“KCKPD”) and the Wyandotte County Sheriff Department (“Sheriff”) impound approximately 5,000 cars respectively. Vehicle impound services companies are required to hold vehicles on their own locations and are required to provide for the security of the retrieved vehicles. Employees of the vehicle impound services companies are also required to be properly trained, insured and are expected to provide for the security to the vehicles being towed.

2. **Program:**

Based upon impounds of approximately 5,000 vehicles annually, it is anticipated that the UG would require a location and facility a 10.00 acre site for the impounded vehicle general storage (both short-term and long-term), all of which must be secured. The facility to be planned must be sufficient in size to accommodate a crime laboratory for the collection, analysis and storage of evidence. . It is anticipated that the crime laboratory building and a more-secure storage impound facility would be separate from the general impound facility. The crime laboratory is anticipated to have six bays for processing vehicles and related equipment. Locations for the new vehicle impound management services location will be within the boundary of Wyandotte County and Kansas City, Kansas. Access and appropriate zoning will be key factors in determining the preferred location.

3. Scope of Services:

UG desires to hire a company to perform the following services (the "Consultant").

a. Business Plan Development

- i. Consultant will prepare an annual operating financial analysis including expected future revenues and related fixed and variable expenses. It is anticipated that the UG would continue to contract with a third-party for future vehicle impound management services.
- ii. Consultant will be responsible for preparing a cost benefit analysis comparing the current cost of managing separate third-party vehicle impound facilities with projected costs of a new facility operated by the KCKPD and Sheriffs' office. Initial funding for the project is authorized in the 2017 Capital and Maintenance Improvement Program (CMIP) budget in the amount of \$1.5 million, with an additional \$3.5 million requested for the 2018 CMIP.

b. Real Estate Solutions

i. Site Selection – Consultant is required to be licensed real estate broker in the State of Kansas. Consultant will be responsible for identifying alternate locations for the vehicle impound management services facility, presenting the same to the UG for its approval, and negotiating procurement and/or acquisition of the proposed facility property.

ii. Design & Development – Consultant will be responsible for procurement of the necessary design team members including Civil Engineer, Architect and other Special Consultants as required. Consultant will be responsible for negotiating service agreements and managing the design team members within the overall UG development budget. UG will hold all primary contracts.

iii. Construction – Consultant will be responsible for working with the Unified Government's Purchasing Department in soliciting competitive construction bids from qualified general contractors. Consultant will be responsible for managing the contractor within the overall City budget. UG will hold all primary contracts.

iv. General – Consultant will be responsible for providing the following services to the UG throughout the duration of the project.

1. Lead team meetings and document the same.
2. Develop overall capital project budget and secure approvals from the UG.
3. Development of a projected annual operating budget.
4. Provide construction administration as Owner's Representative.
5. Provide project cost accounting and management of payment applications.
6. Provide document platform for access by all team members.
7. Assemble and submit close out documents to the UG.

4. Schedule

Activities to support development of the new vehicle impound management services facility include,

- Consultant Solicitation
- Business Case Development
- Site Selection & Procurement

- Programming, Design & Bidding
- Construction & Facility Opening

5. Compensation

- a. Business Plan Development – Based upon the above schedule, Consultant will provide an estimated fee based upon number of hours and hourly rates for the related staff.
- b. Real Estate Solutions
 - i. Land Acquisition – It is anticipated that the Land Seller will fund a market rate commission to the Consultant.
 - ii. Project Development – Based upon the anticipated real estate development schedule and consulting services requested, the Consultant will submit a market rate fee proposal. Dedicated staff, time commitments and hourly rates will be required as part of this proposal.

Please submit the cost proposal in a separate sealed envelope and include with the proposal.

Consultant shall perform the following basic services.

Basic Services

PROJECT MANAGER SERVICES:

Phase 1: Strategic Facility Planning /Decision Management

1. Real estate Advisor – Act as Unified Government’s advisor and project consultant during the facility planning and decision phase.
2. Programming – Facilitate meetings to finalize vehicle impound management services facility with key personnel of the Unified Government, as well as, other possible UG Stakeholders
3. Site Selection – Identify potential locations within the boundaries of Kansas City, Kansas
4. Transaction Structure – Based upon the various real estate solutions identified in the Site Selection, provide council to the UG as to the best method for procuring the project which may include leasing temporarily, UG builds and owns, Developer builds and UG leases or Lease existing space.
5. Prepare and present a Strategic Facility Report containing the following:
 - a. Baseline facility program
 - b. Establish site selection criteria
 - c. Site Map to identify each potential location
 - d. Evaluation criteria and Financial Analysis including owned and leased facility
 - e. Priority ranking of each location including recommendation of the top two sites
 - f. Gantt chart with tasks, milestones and hands on management of deadlines

6. Proposal Requirements

Firm Profile: Describe the background, public sector/private sector experience of the firm. Please give specific information regarding qualifications to act as the Unified Government's Real Estate Advisor and Project Consultant.

Scope of Services: Provide a detailed outline of all tasks, products and project schedules. All proposed deviations from the desired scope of services outlined in this Notice of Need should be clearly noted.

Consulting Staff: Indicate the names, titles, placement experience, and resumes of the person(s) who will be assigned to this project. A response to this requirement should include all contact information such as telephone number, fax number, e-mail address and web address.

References: Provide a list of a minimum of three (3) clients who can verify your firm's ability to provide the scope of services requested. Provide contact names, telephone numbers and email addresses of these clients. The UG reserves the right to contact any additional individuals or firms to obtain information about the respondent.

In addition, please provide a list of current clients who are receiving services similar to those requested by the Unified Government and a short description of the work in which you are currently engaged.

- Fee:
- a. Business Plan Development – Based upon the schedule, Consultant will provide an estimated fee based upon number of hours and hourly rates for the related staff.
 - b. Real Estate Solutions
 - i. Land Acquisition – It is anticipated that the Land Seller will fund a market rate commission to the Consultant.
 - ii. Project Development – Based upon the anticipated real estate development schedule and consulting services requested, the Consultant will submit a market rate fee proposal. Dedicated staff, time commitments and hourly rates will be required as part of this proposal.

Please submit the cost proposal in a separate sealed envelope and include with the proposal.

7. Proposed Project Schedule

Date	Event
June 22, 2017	Distribution of NON
June 30, 2017	Last day for respondents to submit written questions (Noon, CST)
July 5, 2017	Final day answers to questions from respondents will be provided
July 20, 2017	Responses due before 2 p.m. CST
2 nd Week of August	Short listed Recruitment firm(s) possible interviews
2 nd Week of August	Selected firm

8. Instructions for Submission of Proposal

Your response, including the signature page set out as Attachment A, should be delivered as follows:

Day and Date Proposal is due: Thursday, July 20, 2017

Time Proposal is due: 2:00 PM, Central Time

Send Proposal to:

Unified Government of Wyandotte County / Kansas City, KS

Department of Procurement & Contract Compliance

701 North 7th Street, Suite 649

Kansas City, Kansas 66101-3064

Attention: Kelly P. Regan

All respondents must submit a completed copy of its response on the Unified Government's e-procurement site which can be accessed at:

https://purchasing.wycokck.org/eProcurement/Vendor_Login.aspx

Registration in the e-procurement system is required in order respond to this proposal. Questions regarding the registration or upload process can be sent to Kelly Regan (kregan@wycokck.org).

Additionally, one (1) copy of the complete response must be submitted on a flash drive in Word Format or PDF To:

Unified Government of Wyandotte County / Kansas City, KS

Department of Procurement & Contract Compliance

701 North 7th Street, Suite 649

Kansas City, Kansas 66101-3064

Attention: Kelly P. Regan

Unified Government of Wyandotte County/Kansas City, Kansas
NON N27086, Real Estate Advisor/Project Consultant for Vehicle Impound Management Services
Facility

All questions regarding this NON should be in written form and sent via email or fax to:

Kelly P. Regan
Unified Government of Wyandotte County/Kansas City, Kansas
Fax: 913-573-5444
kregan@wycokck.org

The last day for submission of written questions (via email is 12:00 p.m. (noon) CDT, Friday, June 30, 2017.

Prohibition Against Contact: No Unified Government staff person, elected official or other professional advisors should be contacted during the solicitation process unless you are specifically directed to do so. The Unified Government reserves the right to reject the response of any respondent failing to comply with this provision and the risk of receipt of misinformation that could result will be borne solely by such respondent.

Representatives of any firm contacting Unified Government officials without prior approval may be excluded from any further consideration for selection

All questions received, and their answers, will be provided in writing to each firm known to be in receipt of this Notice of Need in accordance with the schedule stated on Page 6.

9. Selection Process

The selection of the firm for this recruitment will be based on a variety of factors which may include the firm's recommended approach and methodology, the firm's qualifications as presented in its proposal, the experience and success of the firm in completing similar services, the quality and presentation of the proposal, and the firm's ability to provide the services within the defined schedule.

The Unified Government reserves the right to select or reject any or all responses submitted, waive any formal response requirements, investigate the qualifications and experience of any respondent, reject any provisions in any response, obtain new responses, negotiate the requested services and contract terms with any respondent, and/or proceed to do the work otherwise. The Unified Government is not responsible for any costs incurred by respondents in preparing responses or attending meetings during the selection process.

The Unified Government reserves the right to retain all responses and information submitted and to any idea or concept contained in any submitted information regardless of whether that firm is selected. Submittal of a response indicates acceptance by the respondent of all these terms and conditions.

This NON is valid until a selection is made.

10. Contract Negotiations

After selection, the Unified Government may initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. The respondent will be responsible for all travel and per diem expenses related to contract negotiations. The Unified Government reserves the right to add terms and conditions during contract negotiations. If the respondent and the Unified Government are unable to come to terms, the Unified Government may terminate negotiations with the respondent initially selected and commence negotiations with another respondent. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator, the Administrator's designee, or the procurement officer.

11. Required Contractual Terms and Conditions

The following terms and conditions must be agreed to by the selected firm and are hereby made a part of the contract entered into between the Unified Government and the selected firm, unless specifically modified in writing:

Agreement with Kansas Law

This agreement is subject to and shall be governed by, and shall be construed according to the laws of the State of Kansas

Kansas Cash Basis Law

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Payment of Taxes

The Unified Government shall not be responsible for, nor indemnify the selected firm for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. The selected firm shall pay the Unified Government occupation tax prior to execution of the Agreement.

Disclaimer of Liability

The Unified Government shall not hold harmless or indemnify the selected firm for any liability whatsoever.

Anti-Discrimination Requirements

During the performance of this Agreement, the selected firm agrees as follows:

The selected firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The selected firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin or ancestry.

Unified Government of Wyandotte County/Kansas City, Kansas
NON N27086, Real Estate Advisor/Project Consultant for Vehicle Impound Management Services
Facility

Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; the recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The selected firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government, setting forth the provisions of this nondiscrimination clause.

The selected firm will, in all solicitations or advertisements for employees placed by or on behalf of the selected firm; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

The selected firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall apply to contracts or subcontracts for standard commercial supplies or raw materials.

The selected firm shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

If the selected firm shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the selected firm may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section, the selected firm shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

The selected firm shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment Section of this Agreement, and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS '2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS '2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS '3601 et seq.); the Americans with Disabilities Act of 1990, 42 U.S.C. '12101, and amendments thereto; the Kansas Act Against Discrimination, K.S.A. '44-1001 through 1004 (1992 Supp.) and amendments thereto; Chapter 11 of the Procurement Code and Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and, '18-86 and 87 of the 1988 Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.

The selected firm and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

The selected firm will be required to conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Contract.

Termination for Default

If the selected firm refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the selected firm in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the selected firm 's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay the selected firm the costs and expenses and reasonable profit for services performed by the selected firm prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the selected firm such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the selected firm because of the default.

Except with respect to defaults of subcontractors, the selected firm shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the selected firm has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the selected firm shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the selected firm to meet the contract requirements Upon request of the selected firm, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the selected firm 's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the selected firm's right to proceed under the provisions of this clause, it is determined for any reason that the selected firm was not in default under the provisions of this clause, and both the Unified Government and the selected firm agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the selected firm will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the selected firm is adjudged bankrupt or insolvent;
- If the selected firm makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the selected firm or any of his property;
- If the selected firm files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;

- If the selected firm repeatedly fails to supply sufficient services;
- If the selected firm disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

Termination for Convenience

The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the selected firm specifying the part of the contract terminated and when termination becomes effective.

The selected firm shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the selected firm will stop work to the extent specified.

The Procurement Officer shall pay the selected firm the following amounts:

All costs and expenses incurred by the selected firm for work accepted by the Unified Government prior to the selected firm 's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the selected firm for work not yet accepted by the Unified Government but performed by the selected firm prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the selected firm shall not be allowed.

Disputes

All controversies between the Unified Government and the selected firm which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by the selected firm for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the selected firm may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to the selected firm by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

Any such decision shall be final and conclusive, unless fraudulent, or the selected firm brings an action seeking judicial review of the decision in the Wyandotte County District Court.

The selected firm shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the selected firm shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a

written determination that continuation of work under the contract is essential to the public health and safety.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

Representations

The selected firm makes the following representations:

The price submitted is independently arrived at without collusion.

It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Regulations.

It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 29-635 (Gratuities and Kickbacks) of the Procurement Code.

It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Ownership of Materials

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the selected firm in connection with the work pursuant to this Agreement, shall be in the Unified Government.

Availability of Records and Audit

The selected firm agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

The selected firm agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the selected firm shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

Assignment

Neither the selected firm nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by the Contract Documents or any portion thereof without the written consent of the other party.

No Limit of Liability

Nothing in this Agreement shall be construed to limit the selected firm's liability to the Unified Government as such liability may exist by or under operation of law.

Indemnification

The selected firm shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City, Kansas harmless from and against all claims, losses, damages, or costs arising from or in any way related to the selected firm's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

Notice of Need N27086

Real Estate Advisor and Project Consultant for Vehicle Impound Management Services Facility

Attachment A - Signature Page

By submission of this response, the undersigned certifies that the respondent has the full authority to execute the services and to execute any resulting contract awarded as the result of, or on the basis of, the response.

I hereby certify that the attached response has been prepared in compliance with the specifications.

Authorized Representative: _____

Signature: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

E-Mail: _____