



REQUEST FOR BID PROPOSALS FOR ENVIRONMENTAL ASSESSMENT SERVICES

in relation to the

LIBERAL CROSSING ANALYSIS FOR ROUTES ENHANCING SAFETY RAILROAD CROSSING ELIMINATION PROJECT

BACKGROUND AND INSTRUCTION

The City of Liberal, Kansas is soliciting requests for proposals (“RFPs”) with service cost bids from qualified and experienced firms to provide environmental regulatory review and assessments, in conjunction with the Federal Railroad Administration and other project partners, to proceed with the development of the Liberal Crossing Analysis for Routes Enhancing Safety (Liberal CARES) Railroad Crossing Elimination (RCE) project (the “Project”) as stated in this RFP.

The objective of this RFP is to identify those firms that specialize in providing technical environmental assessments to support compliance with federal regulatory standards for transportation projects under the Federal Railroad Administration (FRA) using Department of Transportation grants. Any contract awarded through this RFP is anticipated to be funded by the RCE program funds and will be subject to any requirements of the grant. A qualified firm will be selected with which to commence negotiations for the execution of a contract to perform the Scope of Work. If the City of Liberal and the best qualified and capable firm are unable to reach a contract agreement, City of Liberal will then commence negotiation with the next highest qualified firm, and continuing thereafter in descending order, until such time as they are able to finalize the terms of a contract for the Scope of Work or City of Liberal elects to terminate this RFP.

Notice of Non-Discrimination - The City of Liberal, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

PROJECT DETAILS

The City of Liberal, Kansas in Seward County was awarded \$1,639,520.00 in FY23-24 Railroad Crossing Elimination grant funding for the Liberal Crossing Analysis for Routes Enhancing Safety Project (the Project) on November 3, 2025 to support the selection and preliminary design of a grade separated railroad overpass project.

The Project supports project development lifecycle stage activities to select a preferred alternative, conduct NEPA environmental assessment activities, and complete preliminary engineering for the selected future at-grade crossing elimination and grade-separated crossing construction. The City of Liberal will study two alternative options, S. Pershing Avenue and S. Western Avenue, for the grade separation and closure of one Union Pacific at-grade railroad crossing in Liberal.

The Project aims to enhance safe multimodal transportation, improve emergency response efforts, and ensure access across the community. The Project is expected to provide the following benefits:

- Improve safety for local roadway and highway users.
- Support emergency service response times through better connectivity.
- Increase the reliability of commuter routes across Liberal.
- Reduce traffic congestion to improve mobility.
- Reduce added time and travel expense burdens for travelers.

Federal grant application documents further detailing the Liberal CARES Project are available to review on our project webpage at: www.cityofliberal.org/LiberalCARES.

SCOPE OF WORK

The selected firm will conduct environmental reviews and prepare documents to demonstrate compliance with applicable environmental laws, including but not limited to the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act, Section 4(f) of the US DOT Act, 23 CFR Part 771, and Section 7 of the Endangered Species Act, Air Quality Conformity standards, as well as advise applicable implementation regulations and guidance.

The following are the specific tasks which the City of Liberal anticipates will be performed by the successful firm (collectively, the “Scope of Work”):

Task 1: Biological Resources Report

A biological resources report will include an assessment of existing biological resources, potential project impacts on those resources, and the potential for the project to affect ESA listed species that can be used to support ESA consultation for both site locations being examined. A technical report will be developed to support the NEPA analysis.

Task 2: Cultural Resources Technical Memorandum

A cultural resources technical memorandum will identify the Area of Potential Effects (APE) of the project and provide a qualitative analysis of potential effects of the project on cultural and historical resources for both site locations being examined. The report must meet the Kansas State Historic

Preservation's Office's standards for consultation and provide enough information for the FRA to make a formal finding of effect to be compliant with Section 106.

Task 3: Floodplain Impact Analysis Technical Memorandum

A floodplain impact analysis will be conducted for both site locations at the level sufficient to document compliance with Executive Order 11988 – Floodplain management, but is assumed not to include modeling or more quantitative analysis.

Task 4: Transit Noise and Vibration Impact Assessment Technical Memorandum

A transit noise and vibration impact assessment will be conducted for both site locations in a level sufficient to document compliance with 23 CFR Part 771 to analyze appropriate noise and vibration, analyze project impacts (including construction impacts), and evaluate mitigation options, if appropriate.

Task 5: Final NEPA Documentation

The selected consultant will prepare all required documentation to comply with applicable environmental laws, including but not limited to the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act, Section 4(f) of the US DOT Act, 23 CFR Part 771, and Section 7 of the Endangered Species Act, Air Quality Conformity standards, as well as applicable implementing regulations and guidance for the selected project site. The consultant will provide FRA with sufficient information to determine the NEPA Class of Action.

In the event that an Environmental Assessment is determined as the NEPA Class of Action, the consultant will assist in the preparation of additional documentation required for an EA to be presented for public comment prior to requesting a Finding of No Significant Impact.

This RFP is for the Scope of Work identified herein, but the City of Liberal may elect to utilize the successful firm for additional preliminary engineering design work without a new qualification-based process, unless and to the extent it is precluded from doing so by the terms or conditions of any federal grant or applicable federal regulation. Construction of the Project, should it proceed, will be the subject of future and separate procurement(s).

Project Development Team Calls

The selected consultants will be required to participate in Project Development Team calls, which will be scheduled on a monthly basis with other key project leaders and transportation partners to assess project deliverable progress, identify risks to the project, and collaborate to support development activities across all functional areas of the Project's development.

PROJECT TIMELINE

In order to meet the established federal timeframes for project milestones, responding firms will be asked to execute the tasks identified in the Scope of Work under the following timeline:

Task Number	Task Description	Estimated Commencement Date	Estimated Completion Date
Task 1	Biological Resources Report	05/01/2026	08/30/2026
Task 2	Cultural Resources Technical Memorandum	05/01/2026	08/30/2026
Task 3	Floodplain Impact Analysis Technical Memorandum	05/01/2026	08/30/2026
Task 4	Transit Noise and Vibration Impact Assessment Technical Memorandum	05/01/2026	08/30/2026
Task 5	Final NEPA Documentation	10/01/2026	12/30/2026

TIMELINE

The following RFP submission and bid timeline shall be applicable unless modified by the City of Liberal pursuant to addendum to this RFP:

RFP Issued: **February 13, 2026**

Proposal & Bids Due Date: **March 10, 2026 at 11:00 AM (CT)**.

Proposals & Bids presented to Liberal City Commission for Approval: **March 24, 2026**

Contract finalization: **April 2026**

Sealed bids will be opened at 11:00 AM (CT) on March 10, 2026 at Liberal City Hall, 324 N. Kansas in Liberal. Attendance is not required.

Questions: Any general questions, requests for clarification or notices of ambiguities, conflicts, mistakes, errors or discrepancies in this RFP may be submitted to keeley.young@cityofliberal.org.

SUBMITTAL INSTRUCTIONS

Responding firms shall submit three (3) individually sealed hard copies of their project Bid Proposal. Bid Proposals will be accepted by mail or in person by the City of Liberal, City Clerk at 324 N. Kansas Ave, Liberal, KS 67901 until **March 10, 2026 at 11:00 AM (CT)**. Any RFPs, modifications, or revisions received by City of Liberal after that date and time will not be considered. The City of Liberal reserves the right to change or extend any and all dates including the due date for RFPs for any reason and at any time, including after the Due Date for RFPs shall have expired.

SELECTION PROCESS AND CRITERIA SELECTION PROCESS

Bids and proposals will be evaluated by a selection committee of not less than three (3) individuals from the City of Liberal. The responding firms will be ranked utilizing the Ranking Criteria identified below, and will select up to three (3) highly qualified firms. The City of Liberal will present the top bid proposals to the Liberal City Commission for final approval prior to entering into a finalized service contract with the awarded firm. Evaluation ranks do not create any right in or expectation to a contract regardless of any ranking given to any firm.

RANKING CRITERIA

Responding firms will be ranked pursuant to the following criteria and weighting:

- 1) The specialized experience and technical competence of the firm with respect to the type of services required, including experience with FRA guidelines **(0-40 points)**;
- 2) The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the Project **(0-35 points)**;
- 3) The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules **(0-20 points)**; and
- 4) The firm's proximity to and familiarity with the area in which the Project is located **(0-5 points)**.

MINIMUM QUALIFICATIONS

Organization and Experience - Responding firms must be organized for the purpose of providing technical assessments, environmental reviews, or engineering with at least 10 years of experience with proven effectiveness in conducting successful services for USDOT/FRA projects.

Start-Up - Responding firms must have a proven ability for immediate contract start-up as evidenced by past performance and current resources and personnel.

Debarment/Suspension - Neither responding firms nor any of their respective principals shall be debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any Federal department or agency.

FORM AND CONTENT OF BID PROPOSALS

Proposals shall be limited to no more than fifty (50) 8.5x11 pages. Bid Proposals that do not meet the mandatory requirements herein may be considered non-compliant and may be rejected.

- 1) **Cover Letter** - A cover letter indicating the responding firm's interest in the Project.
- 2) **Detailed Project Approach** - A detailed analysis of the responding firm's Project approach, which describes the firm's understanding of the Project to assure a proper effort

will be devoted to the Project and to better understand the firm's special perspectives on approach, techniques and work efforts. This section should also include the firm's understanding of issues related to the Project. Reference should be made to the tasks within the Scope of Work identified by this RFP.

- 3) **Project Bid** - A detailed description and list of tasks/deliverables to be provided, along with proposed costs for each of the individual services listed.
- 4) **Project Team Structure & Capacity** - An organizational staffing chart and list of major staff assignments to the Project, including all sub-consultants, if any. The responding firm must identify the Project manager who would serve as the day-to-day point of contact for the Project. Include the Project manager's current workload and Project assignments/roles. If a multiple-firm approach is proposed, the Bid Proposal should indicate which firm would be the party contracting with the City of Liberal. The Business Profile must also include the following basic information:
 - a) Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.
 - b) Brief history of business/firm including date the business/firm was established under the current name.
 - c) List all services provided by the business/firm.
 - d) Number of total employees, including the number of total employees in the Western Kansas area.
 - e) Type of ownership, or legal structure of business/firm.
 - f) Identify whether the business/firm has ever been disqualified from working for any public or quasi-public entity and, if so, provide an explanation of the circumstances
- 5) **Experience of the Team** - Information on three recent, relevant or similar projects shall be provided. The description should specify which key individuals worked on each project and their respective roles in the project. It should also describe the relevance of the project to the Project that is the subject of this RFP. The responding firm shall discuss its existing capacity and capability to successfully complete the Project including a statement of availability for the responding firm's team members.
- 6) **Professional References** - At least three (3) references for similar projects completed within the past five years. The reference information should include the owner's representative, its contact information, including phone and e-mail address, and a brief description of the project.

MANDATORY TERMS

The following shall be mandatory requirements of any Contract awarded pursuant to this RFP. Any references to the term "Contractor" shall be deemed to refer to the selected firm under this RFP.

Indemnification - The Contractor shall indemnify, defend and hold harmless the Project Partners and each of their respective agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out

of or resulting from any acts or omissions in connection with the Contract, caused in whole or in part by the Contractor, its employees, agents or subcontractors, or caused by others for whom the Contractor is liable.

Buy American - For infrastructure projects, as defined by 2 C.F.R. § 184, steel, iron, manufactured goods, and construction materials used in the project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act (Buy American Act), Pub. L. No. 117-58, div. G, tit. IX, subtitle. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT, and FRA. For all other projects, the acquisition of steel, iron, and manufactured goods is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305. Contractor represents that it has never been convicted of violating the Buy American Act. Pursuant to the requirements of 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Contractor shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

No Collusion - No officer or employee of the City of Liberal, and no other public official or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. This “no collusion” requirement shall be part of any contract for performance of the Scope of Work.

Substantive Proposals - By submitting a Bid Proposal, each responding firm certifies that: (a) the Bid Proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) the firm has not directly or indirectly induced or solicited any other responding firm(s) to put in a false Bid Proposal; (c) the responding firm has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a Bid Proposal; and (d) the responding firm has not sought by collusion to obtain for themselves any advantage over any other responding firm or over the City of Liberal.

Conflict of Interest - No employee, officer, or agent of any responding firm, or any immediate family member or partner of such, shall participate in the selection or award under this RFP. No employee, officer, or agent of the successful firm, or any immediate family member or partner of such, shall participate in the administration of any contract award with respect to this RFP. No employee, officer, or agent of the City of Liberal, or any immediate family member or partner of such, shall solicit or accept gratuities, favors, or anything of monetary value from, or on behalf of, any responding firm or the successful firm. A responding firm will be disqualified if any violation of these provisions is identified by the City of Liberal. Any employee, officer, or agent of the City of Liberal found to be in violation of these provisions will be subject to such penalties, sanctions, or other disciplinary actions provided by City of Liberal policy.

Debarment - A responding firm will be disqualified, and must disclose to the City of Liberal, if the firm or any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any Federal department or agency.

CONTRACTUAL REQUIREMENTS

During the performance of any subsequently awarded contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) will be required to agree to the following terms:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including any amendments thereto.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex) (as applicable);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (P.L. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131–12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq.).

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or FRA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FRA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.