

A REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES CONTRACT

Department of Highways Professional Services Procurement Bulletin 2024-07 Tunnel Management and Operations – Cumberland Gap

This document constitutes a Request for Proposals for a Professional Service Contract from qualified individuals and organizations to furnish those services as described herein for the Commonwealth of Kentucky, Department of Highways.

I. PROJECT DESCRIPTION

This contract is to provide necessary Tunnel Management and Operations of the Cumberland Gap Tunnel Facility. One (1) consultant will be selected to provide these services on an as-needed basis for an initial period of two years.

II. PROJECT INFORMATION

Project Manager - Zachary Neihof, P.E.
User Division - State Highway Engineers Office
Approximate Fee - \$11,000,000 (Lump Sum)
Project Funding - State and Federal Funds
Contract Term - Two Years (with Renewal Options)

III. PURPOSE AND NEED

The purpose of this Request for Proposal is to solicit proposals from qualified management entities to manage and operate the Cumberland Gap Tunnel facility. The Kentucky Transportation Cabinet (hereinafter referred to as "KYTC"), in conjunction with the Tennessee Department of Transportation (hereinafter referred to as "TDOT"), issues this Request for Proposal. Additionally, system integration, equipment, Agreement administration, future procurement, procurement recommendations, specifications, equipment installation, implementation supervision, preventive maintenance, repairs, etc., for the regional system are to be provided.

The National Park Service (NPS) owns the Cumberland Gap Tunnels in the Cumberland Gap National Historical Park. The CGT was constructed using funding from Federal Lands. The Tunnel was built by the Federal Highway Administration Eastern Federal Lands Highway Division and the States of Kentucky and Tennessee agreed to operate and maintain the Tunnel as evidenced by execution of Federal-aid Agreement Documents. This RFP is intended to solicit proposals for the management and operation of the Tunnel Activity and associated system integration. The tunnels are managed and operated twenty-four (24) hours a day, seven (7) days a week, to ensure an appropriate level of service and respond to any emergencies within the tunnels or their approaches. The basic operation of the tunnels and the adjoining structures are described below.

The Kentucky Portal houses an emergency equipment garage, first aid room, electrical room with standby generator for the power supply, and a mechanical/electrical shop. The Operations Control Center and computer/communications systems are located in the Kentucky portal building.

The Operations Control Center is located on the second floor of the Kentucky portal building. The Center consists of traffic control equipment, tunnel environmental monitoring and control equipment, communication center, and building security monitoring equipment. Access to the Operations Control Center is limited for security. Incidental control areas include the computer/communications rooms, the electronics shop, and the supervisor's office.

The Tennessee portal building is similar to the Kentucky facility, and houses facilities for emergency response, tunnel support, and building support. Two (2) 30,000 gallon water tanks with pump system are located in the Tennessee portal for fire control.

Tunnel systems include, but are not limited to, the following:

- Fire Detection and Suppression
- Tunnel Ventilation
- Emission monitoring system
- Power supply and distribution system
- Tunnel lighting
- Drainage System
- Fire- and life-safety systems (radio communications)
- Supervisory Control and Data Acquisition (SCADA)
- Intrusion detection and access control
- Tunnel traffic surveillance and ITS
- Tunnel signage, signals, and control
- Tunnel communications and control
- Tunnel Mechanical and Electrical Systems

IV. DBE REQUIREMENT

The Consultant team may include a DBE Participation Plan with their full Response to Announcement to help the Department meet the 11.95% DBE goal established by FHWA. The plan would demonstrate how DBE companies will be mentored or used to assist in the area(s) pertaining to this contract. If included, an additional page will be allowed in the Project Approach (Section 7) to exhibit this plan. No additional points will be provided in the Evaluation Factors for the DBE Participation Plan.

V. SCOPE OF WORK

Definitions

1. "States" means the Tennessee Department of Transportation (TDOT) and the Kentucky Transportation Cabinet (KYTC).
2. It shall be understood that the Kentucky Transportation Cabinet (KYTC) is acting on behalf of, and in cooperation with, the Tennessee Department of Transportation (TDOT) in this solicitation.

3. "FHWA" means the Federal Highway Administration, a unit of the United States Department of Transportation.
4. "In writing" when referring to the method of communication shall also include e-mail.
5. "CGT" or "Tunnel" means Cumberland Gap Tunnel. The CGT facility is located on US 25-E at Middlesboro, Kentucky 40965. The Geographic Coordinates are Latitude - 36° 35' 56" North and Longitude - 83° 40' 41" West. CGT may refer to the "facility", "system", "activity", or all three (3). The Tunnel is an on-going activity of KYTC and TDOT.
6. "Activity" when referring to or with the Tunnel means the on-going pursuit or work of traffic and incident management, as well as the movement and management of traffic through the Tunnel.
7. "Facility" or "Control Center" means the CGT physical facility located on the second floor of the Kentucky portal building at the Tunnel.
8. "Consultant", "Vendor", or "Firm" means the firm or combination of firms responding to the Request for Proposal.
9. "Manager" refers to the Vendor engaged by KYTC/TDOT to provide management services for this Request for Proposal.
10. "System" means any or all of the various coordinated or individual mechanical, electrical, or electronic systems/equipment at the facility or in the field and generally described herein.
11. "Operations" means all actions necessary for the proper functioning of the Tunnel.
12. "Response Maintenance" or "Demand Maintenance" means actions performed on an as-needed basis. Upon detection or notification, a timely dispatch of repair person/team to secure the site, diagnose the problem, perform the repairs, and record the activities is required.
13. "Preventive Maintenance" means actions performed on a regularly scheduled basis using a set of procedures to preserve the system.
14. "Management" means the allocation of resources for the proper functioning of the system.
15. "Design Modifications" means actions invoked to correct a recurring problem, to accommodate changes in conditions, or to update the system to current standards.
16. "Advisory Committee" means the Committee created through an Interstate Agreement between KYTC and TDOT dated January 20, 1995. This Committee is composed of five (5) members. TDOT and KYTC appoint two (2) representatives each from their respective states, and the National Park Service appoints one (1) ex-officio representative from its organization. The Advisory Committee was established to oversee tunnel operations and maintain facilities specific to tunnel operations in accordance with the Interstate Agreement.

This Scope of Work defines the tasks to be performed under the Agreement by the selected Manager for the management and operation of the Tunnel Activity. The coverage area for the system currently encompasses both the Kentucky and Tennessee sides of the Tunnel. The Tunnel Activity is a 24-hour per day continuous operation. Managers should base their submissions on continuing this operation of the System.

The services to be provided by the Manager are defined by the following tasks:

- 1. Management, Direction, Supervision, Operation, and Administration**
- 2. Activity and Equipment Maintenance and Repairs**
- 3. Utility Management**
- 4. Procurement**
- 5. Special Engineering Projects**

Manager Responsibilities under Task #1

General Responsibilities

1. The Manager shall have general responsibility for all management and operations of the Cumberland Gap Tunnel Facilities. This includes, but is not limited to, performance of all maintenance required for the mechanical, electrical, and electronic features of the facility; replacement of all materials and equipment as its useful life is expended; seven (7) day, twenty-four (24) hour monitoring of the tunnels and approaches; maintaining a qualified on-site emergency response unit at all times; maintaining traffic at acceptable levels; keeping up the general cleanliness of the facility. The Manager shall have the responsibility to display the flags of the United States of America, the Commonwealth of Kentucky, and the State of Tennessee.
2. The Manager shall maintain all features within the limits of the tunnel portals, all systems, and all drainage not originating on the roadway approach surfaces, landscaping, and the inspection booths. The Manager shall be responsible for the periodic washing of the Tunnels. The Advisory Committee will be the final judge of whether a maintenance item is, or is not, the responsibility of the Manager.
3. The Manager shall monitor the tunnels for the movement of Hazardous Materials according to the Federal Regulation 49 CFR 171-178 and Kentucky Regulation 601 KAR 1:25. The Manager shall also watch for any violations of any state rules and regulations that apply to the movement of hazardous material. Any violations of this/these regulation(s) shall be reported to the closest law enforcement agency.
4. The Manager shall set up and maintain an inventory of all assets assigned to the Tunnel. The inventory shall contain a description of each asset; including the specific identification characteristics of each asset, the cost of the asset, and the estimated useful life.
5. The Manager shall set up and maintain a system of administrative and fiscal controls such that the facility may be managed and operated in an efficient manner. Such controls will allow the tracking of administrative and fiscal operations for the annual audit.
6. The Manager shall set up and maintain plans for Operations, Management, Response Maintenance, and Response Services. Existing Plans should be utilized to the maximum extent possible. These Plans shall be submitted within thirty (30) days of the Notice to

Proceed to KYTC/TDOT for approval. The Manager shall also be responsible for recommending design modifications from time-to-time, and will develop plans and specifications for same.

Personnel Responsibilities

1. The Manager shall designate one (1) person as Tunnel Manager. This person shall be normally located on the site in a full-time capacity. The Tunnel Manager, or a designated representative of the Tunnel Manager, shall be available 24-hours a day. The Tunnel Manager shall serve as a one-point contact between KYTC/TDOT and the Manager in matters involving day-to-day operations and maintenance of the facility.
2. Prior to the finalization of an Agreement, the Manager shall submit to KYTC/TDOT the qualifications of certain employees to be located at the Tunnel facility. These employees include: the Tunnel Manager, the Administrative Assistant, the Operations Supervisory Staff, the Control Center Staff, and any other supervisory staff proposed by the Manager. The work force must consist of employees who are able to reach the Facility within a minimal time in the event of emergencies.
3. As a minimum, the Tunnel staff shall include two (2) employees in the Kentucky portal building at all times, twenty-four (24) hours per day, seven (7) days per week. One (1) of these employees shall have supervisory and decision-making authority. These two (2) employees shall be responsible for monitoring tunnel operation, including but not limited to; the closed-circuit television system, smoke detectors, carbon monoxide detectors, traffic sensors, over height detectors, and emergency communications. In the event of an emergency, the supervisor shall direct the response effort and coordinate between tunnel staff and outside emergency response assistance.
4. As a minimum, two (2) emergency response employees shall be stationed at each tunnel portal facility at all times, twenty-four (24) hours per day, seven (7) days per week. These employees may be assigned other maintenance or operations duties so long as the capability for emergency response from both tunnel portals are not diminished.
5. The Manager shall provide additional staff as deemed necessary to provide an adequate level of service for the management and operation of the facility.
6. The Manager shall provide all employees with matching uniforms, easily identifying them to the public as tunnel staff. The design of the uniforms shall be submitted to KYTC/TDOT for approval.
7. The Manager shall ensure that minimum fair labor standard practices are met.

Operating Systems Responsibilities

Environmental Monitoring System

Carbon-monoxide monitors within the tunnels will alert the operator when unacceptable levels are imminent. Ventilation will be activated to restore desirable air quality.

Closed-Circuit Television System (CCTV)

CCTV cameras located within the tunnels, at the portals, and on the approach highways will verify system alarms, monitor carriers of hazardous materials, and document emergency response actions.

Supervisory Control And Data Acquisition (SCADA) System

The SCADA system links every other tunnel operating system into a main control system.

Variable Message Signs (VMS)

Variable message signs forewarn motorists of accidents, detours, closures or congestion; and can convey special instructions to motorists. Variable speed limit signs help control traffic flow.

Over Height Detection System

The Over Height Detection System warns drivers of loads over 16 feet-6 inches in height that they cannot clear the tunnel safely.

Ventilation System

Ventilation fans are used to maintain acceptable air quality levels in the tunnels. They also will remove smoke or fumes from the tunnels in the event of an incident.

Fire Protection System

The Fire Protection System consists of smoke detectors, pull stations, and linear heat detectors installed within the tunnels. Two (2) 30,000 gallon water tanks with pump system are located in the Tennessee portal for fire control. The portal buildings are equipped with standpipe and sprinkler systems. Valve stations are located within the tunnel for fire-fighting purposes.

Drainage System

Roadway drainage is conveyed outside the tunnel by this system. A roadway drainage treatment plant on the Kentucky side of the tunnel can be used for recycling tunnel wash water or containing effluent from fire or hazardous material response. The Manager shall be responsible for proper disposal of any material, including that of a hazardous nature, collected within the tunnel facility or at the drainage treatment facility. This will be a cost reimbursable item.

Lighting System

The tunnel facility has a twenty-four (24) hour artificial lighting system which monitors and controls the levels of the first several banks of lights to ease transition.

Telephone System

The Telephone System includes dial-up data and emergency phones along the roadway.

Traffic Control System

The Traffic Control System consists of lane-use signals, variable and changeable message signs, and variable speed limit signs. It allows the operator to control vehicle speed and direction of travel in the tunnels, convey information on lanes restrictions or tunnel closure, monitor hazardous material carriers, and provide special instructions to motorists.

Power Supply System

The Power Supply System is dual source and includes a primary and secondary power system, an un-interruptible power supply, and a standby generator.

Traffic Surveillance Control System (TSCS)

The new TSCS "Vanguard" system, which is not interfaced with the Supervisory Control and Data Acquisition (SCADA) System, consists of the electronic and computer systems which monitor and control traffic. The purpose of the TSCS is to monitor traffic, detect incidents, identify the type of incident, and implement the response strategy by the operator.

Equipment and Materials Responsibilities

1. The Manager shall be responsible for maintaining a sufficient inventory of spare parts and equipment to ensure minimum delays in repairs or maintenance. The current Construction Contract for the Tunnel Facility includes the provision of some spare parts. These items shall be turned over to the Manager for use in operating and maintaining the facility. These parts shall be stored at the existing maintenance facility located within the boundaries of the Park.
2. The Manager shall provide any vehicles for supervisory personnel. These units shall match the paint specifications of the maintenance fleet.
3. The Manager shall develop a Preventative Maintenance Plan, which shall be submitted within thirty (30) days of the Notice to Proceed to KYTC/TDOT for approval. Existing Plans should be reviewed and utilized to the extent possible.

Emergency Response Responsibilities

1. The Manager shall be given any necessary jurisdiction to perform emergency response efforts as needed. The Manager should secure Agreements with local Emergency Management authorities, counties, states, and/or the National Park Service (NPS) required in order to obtain assistance in emergency response. Existing Agreements should be reviewed and utilized to the extent possible. Under no conditions shall these Agreements require tunnel emergency response equipment or personnel to be absent from the tunnel facility, nor shall this be allowed in the absence of an Agreement. An exception to this is a verbal agreement between KYTC/TDOT and the National Park Service currently allows CGT Personnel and equipment to aid the National Park in responding to fires and Hazmat spills within the Park.
2. All Emergency Response personnel shall be trained in the following areas:
 - a. Hazard Communication – Right to Know (29 CFR 1910.1200)

- b. Personal Protective Equipment (29 CFR 1910.132)
- c. Blood Borne Pathogens (29 CFR 1910.1030)
- d. Fire Extinguishers and Hazardous Materials (29 CFR 1910.157 and 29 CFR 1910.106)
- e. Traffic Control – Highway Safety
- f. First Aid/CPR
- g. Highway Crash Site Management
- h. Basic Hazard Awareness
- i. Emergency Medical Technician Certification in Kentucky;
- j. Fire Brigade Training as required by the Occupational Safety and Health Administration Section 1910; and,
- k. Hazardous Materials First Response Training.

Included in the Response Service Plan, shall be a plan for certifying all Emergency Response personnel with a Hazmat Operator Rating within one (1) year of Notice to Proceed.

- 3. The Manager shall provide the required continuing education and re-certification training for the above listed programs as required at no cost to the employee. The employees shall not be required to undergo training on their time or expense as a condition of employment.
- 4. The Response Service Plan shall outline a course of action and designate the personnel, equipment, and materials expected to be used in confronting incidents resulting from traffic accidents, systems failures, hazardous materials exposure, medical emergencies, and natural causes.
- 5. As part of the Response Service Plan, the Manager shall develop a Traffic Control Plan. The Traffic Control Plan will list typical sketches of the traffic control devices and personnel in the event of a lane closure in either lane, closure of an entire tube, or total tunnel closure. This Plan shall also be used for traffic control necessary for maintenance operations. The Traffic Control Plan shall follow the guidelines of the Manual on Uniform Traffic Control Devices and be supported by the Traffic Surveillance Control System. Existing Plans should be reviewed and utilized to the extent possible.

Responsibility of KYTC/TDOT

- 1. Subject to the terms and conditions set forth in this RFP, and upon execution of a written Agreement, KYTC/TDOT shall grant the Manager the privilege to use space at the Cumberland Gap Tunnel Facility to operate and maintain the tunnel.
- 2. KYTC/TDOT shall be responsible for maintaining the roadway approaches to the tunnel, except for those features specifically dedicated to the tunnel operation. KYTC/TDOT will maintain the roadway surface; along with the shoulders and roadway drainage, highway lighting, signs and sign bridges supporting direction signs only, guardrail, and snow and ice control on the mainline pavement.
- 3. KYTC/TDOT shall have access to any off-site storage and maintenance site.
- 4. KYTC/TDOT shall evaluate the Manager's Emergency Response performance based upon reviews of written and video records, independent post-incident interviews, and traffic data.

5. KYTC/TDOT shall periodically inspect the Tunnel Facility for compliance with applicable state and federal statutes and regulations and to insure proper execution of the Agreement.

Reports

The Manager shall furnish the reports described below to KYTC/TDOT:

1. **Annual Activity Report:**

The Manager shall furnish an original Annual Report, attested by an officer of the Manager, to KYTC/TDOT. This Report shall be provided to KYTC/TDOT within thirty (30) days of the end KYTC/TDOT's fiscal year (July 1 to June 30). This Report shall contain a list of personnel changes, equipment changes, maintenance activities, and emergency response activities for the previous fiscal year.

2. **Annual Audit Report:**

An Annual Audited Financial Report prepared under generally accepted accounting principles by a Certified Public Accountant shall be submitted to KYTC/TDOT within ninety (90) days after either the end of the fiscal year (June 30), or the end of the Manager's fiscal year, if different than June 30. The Certified Public Accountant firm secured to prepare the Audit Reports shall be chosen by the Manager and approved in writing by KYTC/TDOT.

3. **Weekly Reports:**

By Wednesday of each week, the Manager shall, for the prior week, provide a listing of all incidents and the corrective action taken to KYTC/TDOT. The Report shall also include all preventive and incidental maintenance procedures performed during the previous month and any community-related activities. The Report shall include copies of all Emergency Medical Service Response Forms completed during the previous week. A bi-weekly meeting between the Manager and KYTC/TDOT will be held at the Tunnel Facility to discuss this Report.

4. **Other Reports:**

The Manager may also be required to submit additional reports as reasonably required from time-to-time by KYTC/TDOT.

Manager Responsibilities under Task #2

Maintenance Overview

As stated herein, it is the responsibility of the Manager to appropriately and properly manage and operate the facilities at the highest level to serve KYTC/TDOT's traveling public over the duration of the Agreement period. Specifics include, but are not limited to, the following subsections.

Use of Premises

The Manager shall be responsible for the careful, safe, and proper use of the premises and will not permit any waste or nuisance thereon; and shall maintain the premises in a clean, neat, and presentable condition. The Manager shall maintain, in good condition, and repair any and all equipment, appliances, and other property on the premises; and will not encumber or remove the same, or do or suffer to be done anything, whereby the same or any part hereof may be seized,

taken on execution, attached, destroyed or injured, or by which the right to use of the Manager may in any way be altered, encumbered, impaired or prejudiced. The Manager hereby acknowledges and covenants that it acquires hereunder no interest in any buildings, structures, equipment, appliances, or other property now on the premises; or which may hereafter be placed thereon by KYTC/TDOT, except the right to use the same as a Manager.

Housekeeping, Buildings, Grounds, and Parking Lots

The Manager, at its own expense, shall clean, and keep continuously clean, the portal buildings and grounds/parking lots. This includes the area from 600 feet north of the Kentucky portal building to 150 feet south of the Tennessee portal building, within the original construction limits of the project and specifically designated appurtenances. Except as otherwise specified in this section, the Manager shall perform at its sole expense such other housekeeping functions as are necessary to keep the aforesaid facility, including the equipment therein, in a safe, orderly, and presentable condition, to prevent unnecessary depreciation thereof, and keep the buildings free of insects, rodents, vermin, and other pests. Policing of litter on the grounds and parking lots shall be at the sole expense of the Manager.

Contracted Maintenance

Maintenance or Service Contracts may be issued for the following items:

1. Computer Equipment, except for Manager-provided equipment
2. Electronic Office Equipment, except for Manager-provided equipment
3. Rolling Stock titled to KYTC/TDOT
4. Emergency Response Equipment
5. Telephone and Communications System
6. Roadway Drainage Treatment Containment Unit Disposal
7. Garbage Pickup
8. Landscaping

The Manager shall assume responsibility for administration and costs of the Maintenance and Service Contracts necessary under the Agreement. Necessary Maintenance and Service Contracts will be a reimbursable cost. Examples of such Service and Maintenance Contracts are the hydraulic elevator and the Motorists Information System. The Manager will also be reimbursed under this Task for Equipment Repairs necessary under Task #1 when such repairs are performed by third parties such as equipment vendors.

Manager Responsibilities under Task #3

The Manager shall be responsible for the payment of utility and ancillary support costs for the Tunnel Program on a cost reimbursable basis. These shall include but not be limited to:

- Operations Center
 - Facility Electrical Costs
 - Facility Water and Sewer Costs
 - Facility Trash Service Costs (City and Private Hauler)
 - Additional Facility Trailer Storage
 - Facility Security Monitoring
 - Facility Generator Fuel

- Tunnel Field Equipment
 - Equipment Electrical Service
 - Equipment Communications Costs
 - Dial up Circuits
 - T1 Circuits
 - Leased Lines
 - Wireless Leased Services
 - ISP Services
 - CDMA Cellular Service

Manager Responsibilities under Task #4

KYTC/TDOT considers the Tunnel to be an extension of the business offices of the selected Consultant. Therefore, the Manager shall be responsible for the procurement of typical office administrative supplies (such as, but not limited to, paper, pens, etc.), as well as necessary items such as office computers, printers, etc., and will be included in the cost of the Management and Operation of the Tunnel. Separate reimbursement will not be made for these items.

The Manager shall provide, operate, maintain, and replace as necessary, vehicles such as sedans and small pick-up trucks as part of the Management and Operation of the Tunnel. Separate reimbursement shall not be made for these items. Larger rolling stock currently in-use at the Tunnel is titled to KYTC/TDOT and will be available for use by the Manager. The Manager shall be responsible for the operation and maintenance of this equipment. The Manager shall make recommendations to KYTC/TDOT concerning the replacement of the subject rolling stock. If KYTC/TDOT determines that replacements are necessary, the Manager shall provide proposed specifications and possible vendors for the subject vehicle. KYTC/TDOT shall be responsible for the procurement of the item through standard required procurement processes.

The Manager shall make recommendations to KYTC/TDOT concerning the replacement of all other Tunnel Assets based upon the estimated useful life and/or upon the need for demand replacement, as well as necessary spares. If approved, the Manager shall be responsible for such procurement, on a cost reimbursable basis. In order to insure that the best price and value is obtained for procurement, the Selected Consultant shall file its proposed procurement rules and policies for KYTC/TDOT approval prior to any procurement being made by the Manager. The Manager shall follow its approved procurement rules and policies for all procurements unless approval is obtained from KYTC/TDOT for emergency procurements. Emergency procurements are defined as procurements necessary to avoid the imminent or actual closing of a bore(s).

Manager Responsibilities under Task #5

Summary

The Manager may be tasked from time-to-time to provide Engineering and Engineering-Related Services in support of KYTC/TDOT to develop plans, specifications, and engineering estimates for the deployment of Tunnel assets and for the installation of Tunnel related services and equipment.

Sub-Task Description

- A. The Manager shall from time-to-time provide Engineering and Engineering-Related Services to develop additional specifications for ITS and/or other Tunnel Activity elements

not normally covered in the Tennessee or Kentucky “Standard Specifications for Road and Bridge Construction”.

- B. The Manager shall provide Civil and Electrical Engineering Services to engineer construction and installation solutions in the form of project plan sheets. All sheets shall be stamped by a Licensed Professional Engineer as appropriate.
- C. The Manager shall prepare a detailed item list of materials and activities and provide estimated quantities and unit pricing in the form of an engineering estimate.
- D. The Manager shall participate in planning and status meetings as required for this task.
- E. The Manager shall provide construction inspections as required.
- F. The Manager shall provide recommendations to KYTC/TDOT on final acceptance of pay items. Payment for this service shall be incidental to payment for the services enumerated within this Section.

The Consultant contract may be renewed in two-year cycles and provide for additional services, contingent upon the approval of both parties.

VI. SPECIAL INSTRUCTIONS

One (1) consultant will be selected to provide these services for a period of two (2) years. The contract may be extended to complete work already assigned on the Tunnel Management and Operations of the Cumberland Gap Tunnel Facility. The initial contract will have an upset limit of \$11,000,000.

Instructions for Response to Announcement can be found at:

<https://transportation.ky.gov/ProfessionalServices/Pages/Respond-to-an-Announcement.aspx>

The Department will allow for the following modification to the standard response format for response to this advertisement only:

- Section 7 (A-C): Project Approach, may be expanded not to exceed four pages total. As standard procedure, the DBE Participation Plan should also be included in this portion of the response with an additional fifth page allowed if a DBE firm is included.

This filing should be in sufficient detail to evidence that the Consultant is qualified to perform the multiple functions required to operate and manage the Tunnel Activity. The Filing should be made in accordance with the guidelines for responding to Project Bulletins.

Interested Consultants should additionally review the Division of Professional Services Website <https://transportation.ky.gov/ProfessionalServices> for other filing requirements, such as “NOTICE – There has been a change in KRS 121.330”. There are no specific scoring criteria for this portion of the Selection Process.

The Consultant is to obtain and maintain National Incident Management Systems (NIMS) certification for employees, except for administrative and non-field support employees, who will be working on this Agreement. Certification is obtained by completing several on-line training courses that typically take less than two (2) hours each to complete. Manager team personnel

required to complete this training should have sufficient time to complete same prior to signing an Agreement for services. Detailed information on the course requirements and certification process can be obtained by contacting:

Martin Riggs
Open Source/Domestic Terrorism Intelligence Analyst
Intelligence Liaison Officer Coordinator
HSIN Intel PMO Coordinator
NIMS Compliance Officer
Office of the Governor
Kentucky Office of Homeland Security
200 Mero Street
Frankfort, KY 40622
martin.riggs@ky.gov

The Manager shall be an employee of the Prime Consultant. The Manager is not required to be a Licensed Professional Engineer, but shall have at least one (1) Professional Engineer licensed to practice Engineering in both Kentucky and Tennessee on the Project Team, and experienced in the activities associated with the planning, development, management, and operations of related advanced transportation technologies, and who maintains the appropriate technology awareness and proficiency on a daily basis.

The Manager shall have a member of the Project Team who has completed the USDOT “Using the National ITS Architecture for Deployment” training course. Completion shall occur no later than forty-five (45) calendar days after receiving the Notice to Proceed.

The Manager or a Subcontractor on its Team must be licensed by both the Kentucky and Tennessee Fire Marshalls’ Office. Preferably, a copy of the Electrical License(s) is to be placed in the Proposal. The period of time to acquire an Electrical License(s) can be lengthy. Proposals that contain a copy of the Electrical License(s) application will be accepted, however, the Agreement will not be executed until the Electrical License(s) is obtained. Electrical License documentation can be included with the resumes and financial data prescribed in Section 70.550 (Proposal Submission Requirements).

Consultants may submit written questions to Eric Pelfrey, Director of Professional Services at eric.pelfrey@ky.gov prior January 26, 2024.

Prospective consultants have an opportunity to make a non-required visit to the Tunnel facility until the Response Due date of January 31. Consultants are urged and expected to inspect the Tunnel facility and to satisfy themselves of all general and local conditions that may affect the performance of the Agreement, to the extent such information is reasonably obtainable. Failure by the Consultants to inspect the site shall not constitute grounds for a claim after award of Agreement. This inspection will be the only visit allowed Consultants during the Request for Proposal period. Nothing in this Section shall be construed to prohibit the on-going activities of the current Manager.

VII. AVAILABLE INFORMATION

In order to assist interested Consultants in determining the Scope of Work, a copy of the Cumberland Gap Tunnel Authority Annual Reports for Fiscal Year 2021-2022 and 2022-2023 are available at:

[2021-2022 Annual Report - Cumberland Gap Tunnel Authority](#)

[2022-2023 Annual Report - Cumberland Gap Tunnel Authority](#)

The subject Annual Reports illustrate the typical functions performed in managing and operating the Tunnel Activity, but is not represented to be all-inclusive.

Transition Period

The Manager may be allowed a Transition Period of up to sixty (60) days prior to the actual beginning date-of-work, expected to be July 1, 2024. This Transition Period is to allow the Manager's work force time to receive training and certification for the required skills needed to manage and operate the Tunnel. This Transition Period is to also allow the Manager's work force time to acquire the necessary on-the-job skills. The cost of the Transition Period will be borne by the Manager.

Term of Agreement

Other than the possible Transition Period discussed herein, the Agreement established from this Request for Proposal is expected to begin on **July 1, 2024**, and end on **June 30, 2026**. The Agreement established from this Request for Proposal shall be eligible for up to **five (5) two-year renewals**. Under no circumstances will the Agreement continue beyond June 30, 2036. KYTC/TDOT may decline a renewal option without explanation to the incumbent Manager. Likewise, the Manager may decline a renewal option without explanation to KYTC/TDOT. All parties to the Agreement shall concur in writing to their negotiation.

Negotiation of Fees

An indirect cost rate (overhead rate) shall be determined for the selected Consultant. This shall be determined either from an audit, or if none exists, a provisional rate shall be issued by KYTC's Office of Audits until an audit approved by KYTC is available. Wage rates shall be verified, either from audit or a certification from the selected Consultant. An annual overhead and wage rate audit will be performed by KYTC's Office of Audits.

Contract Modifications

The initial contract and subsequent contract modifications may be established and written under the Master Agreement for each Task per biennium as required. The agreement and contract modifications shall be developed in accordance with the current policy.

A Post Audit may be a basis for an adjustment. The agreement and contract modifications shall establish a specific and detailed Scope of Work, such Scope to be provided by the Manager and negotiated and approved by KYTC. The Scope of Work shall provide a schedule for the completion of specific tasks where appropriate, with ongoing work to be scheduled for the duration of the contract. Any contract or modification shall not extend beyond the end of the KYTC Biennium (June 30 of even-numbered years). Each contract modification shall establish an upset limit for compensation, and shall include provision for an operating margin (e.g., fixed fee and profit). Any contract or modification may be cancelled by KYTC/TDOT with thirty (30) days' notice for reasons of inadequate performance or loss of available funding.

Payment Arrangements

Upon presentation of properly executed Invoices, payments for Task #1 and the fixed portion of Task #2 will be made to the Manager in twenty-four (24) equal monthly installments, and Reimbursement Payments for Task #2, Task #3, and Task #4 will be made not more frequently than monthly. Payment arrangements for Task #5 Projects will be determined based upon the Scope of Work. The source of funding for this Agreement will be State funds administered through the Cabinet's State Highway Engineer's Office.

Future Agreement Modifications

Agreement Modifications may occur for various reasons, namely:

- Add Funds and/or Work Task Orders to the Agreement
- Add options for renewal
- Extend milestone dates
- React to changing conditions
- Modify "Upset" limit

The list is not inclusive. Issuance of RFP's, in-house software preparation or any activity not specifically covered by the Agreement is not to begin until Agreement Modification approval(s).

Performance Bond

The Manager shall secure a Performance Bond in the amount of Two Million Dollars (\$2,000,000). The purpose of the Performance Bond shall be to reimburse KYTC/TDOT for any additional expense incurred by KYTC/TDOT over and above the agreed prices under this Agreement in the event of default or non-performance by the selected Consultant. The Performance Bond shall be submitted no later than thirty (30) days after the award of the Agreement but before KYTC/TDOT issues a Notice to Proceed. The Performance Bond shall be renewed each year and shall be required throughout the Agreement. The amount of the Performance Bond may be adjusted at the time of re-negotiation, but will not be set below One Million Dollars (\$1,000,000).

Changes in Scope

KYTC/TDOT may, at any time by a written order, make changes within the general scope of the Agreement including but not limited to the length and renewal. No changes in scope are to be conducted except at the approval of KYTC/TDOT. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the Agreement, whether changed or not changed by any such order, a mutually satisfactory adjustment shall be made in the Agreement price, and the Agreement shall be modified in writing accordingly.

Manager Cooperation in Related Efforts

KYTC/TDOT may undertake or award other Contracts or Agreements for additional or related work, and the Manager shall fully cooperate with such other Contractors and State employees and carefully fit the Manager's own work with such additional work. The Manager shall not commit or permit any act which will interfere with the performance of work by another Contractor or by employees of the States of Kentucky and/or Tennessee. This clause shall be included in the Agreements of all Contractors with whom this Manager will be required to cooperate. The Lead

State shall equitably enforce this clause as to all Contractors, to prevent any imposition of unreasonable burdens on any Contractor.

Insurance

The Manager shall provide public liability, property damage and Workers' Compensation insurance, insuring as they may appear, the interest of all parties of agreement against any and all claims which may arise out of Manager Operations under the terms of the Agreement. The Manager shall obtain the insurance from an insurance company licensed to do business in Kentucky and Tennessee. The terms of this insurance subsection apply to all subcontractors.

The Manager shall furnish to KYTC/TDOT a certificate(s) evidencing that such insurance is in effect, for what amounts, and applicable policy numbers and expiration dates, within fourteen (14) days of Agreement signing.

The Manager shall carry the following insurance in addition to the insurance required by law:

- Manager's Public Liability Insurance not less than \$1,000,000 for the damages arising out of bodily injuries to or death to one person. Not less than \$1,000,000 for damages arising out of bodily injuries to or death to two (2) or more persons.
- Manager's Property Damages Liability Insurance, not less than \$500,000 for all damages arising out of injury or destruction of property in any one accident. Not less than \$1,000,000 for all damages during the policy period.
- Manager's Protective Public Liability and Property Damage Insurance. The Manager shall furnish evidence with respect to operations performed for the Manager by subcontractors that the subcontractor carries in its own behalf for the above stipulated amounts.
- The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
 - A. "policy contains no deductible clauses."
 - B. "policy contains a _____ deductible property damage (amount) clause but company will pay claim and collect the deductible from the insured."
- Workmen's Compensation Insurance. In compliance with KRS 176.085, the Manager shall furnish evidence of coverage of all Manager employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.
- Unemployment Compensation Insurance. In compliance with KRS 176.085, the Manager shall furnish evidence of coverage of all Manager Employees or give evidence of self-insurance.
- Umbrella Coverage. In addition to the primary coverages listed in this section, the Manager shall maintain an umbrella or excess liability policy of not less than \$5,000,000 for any one occurrence and subject to the same aggregate over the public and property

damage liability coverage. The umbrella coverage is subject to approval as to form and amount of self-insured retention.

Upon the event of cancellation of any insurance coverage, the Manager shall immediately notify KYTC of such cancellation. The Manager shall provide KYTC with written notice at least ten (10) days prior to any change in the insurance required under this subsection.

Auditing, Accounting Availability, and Access to Sites and Documents

The Manager shall keep the books, records and accounts of its operation under this Agreement separate and apart from all other operations in a form and manner satisfactory to KYTC/TDOT. The Manager must allow for on-site inspections of the facilities and allow access, to KYTC/TDOT or its representatives, the books, records, accounts and other items including but not limited to, any reports or returns on file with the Kentucky Revenue Cabinet, at all times during the regular business hours and at a place convenient for that purpose.

Property of Kentucky, Tennessee, and/or the National Park Service

The Manager shall be responsible for the proper custody and care of any property owned by the Commonwealth of Kentucky, the State of Tennessee, and/or the National Park Service and furnished for the Manager's use in connection with the performance of this Agreement. The Manager shall reimburse KYTC/TDOT and/or the National Park Service for its loss or damage, normal wear and tear expected.

Operations Review

The Manager shall review its operations with KYTC/TDOT quarterly and at such other times during the Agreement term hereof as KYTC/TDOT may designate.

Emergency Closing of Facility

In the event of emergency, KYTC/TDOT reserves the right to close or divert motorists away from the Facility when such action is, in the view of KYTC/TDOT, in the best interest of its motorists. The Manager agrees that it shall not hold KYTC/TDOT liable for any damages which might accrue because of such action by KYTC/TDOT.

Suspension of Operations

In the event of a partial destruction by fire or other hazard of any portion of the Tunnel Facility normally used by the Manager, the Manager will have complete discretion as to whether to continue or suspend operations in the Facility or portion of the Facility affected for such period as is necessary for the Manager to repair the damaged premises. The Manager shall work to reopen the entire facility as quickly as is reasonably possible. The Manager shall contact the Chief District Engineer or his designee in KYTC/TDOT's District Eleven Office immediately in the event of a suspension of operations.

Suspension of Payments

If and when operations are suspended under this section, all responsibilities and obligations of the Manager, as herein set forth, shall cease as to the facility area affected, only for the period of

such suspension. KYTC/TDOT shall not be responsible to the Manager for any damages resulting from such suspension as a result of the partial or total destruction of the Facility.

Reporting of Incidents in the Facility

The Manager shall report any injury or property damage incident within four (4) hours to the Chief District Engineer or his designee in KYTC/TDOT's District Eleven Office. An incident resulting in a fatality should be reported to the Chief District Engineer or his designee at KYTC/TDOT's District Eleven Office immediately. All questions from the media arising from any such incidents shall be referred to KYTC/TDOT.

VIII. INTERVIEW

The selection committee will identify a shortlist of proposers who submit a responsive proposal to participate in an oral interview. All responding firms should be prepared to present a short presentation and respond to questions. The oral interview will last no more than 60 minutes. Each Proposer will be allowed no more than 30 minutes for a presentation followed by a question and answer session, which should take no longer than 30 minutes.

The presentation shall not be used to fill in missing or incomplete information in the written proposal. No additional material shall be presented other than information from the formal response, although a two-sided 11" x 17" sheet shall be permitted for reference by the Selection Committee.

KYTC will ask the Proposers specific questions relative to their proposal. Follow-up questions from KYTC will be permitted. The oral interview will not be scored separately. The interview is used solely for KYTC to seek clarification of the Proposer's proposal. Proposers will not be permitted to ask questions of KYTC.

Persons with a disability may request a reasonable accommodation such as a sign language interpreter. Request for accommodations must be made one week in advance of the meeting, to allow time to arrange the accommodation.

Each firm shall be required to bring the Consultant's Project Manager and may bring up to four other individuals, at least one of which will actively participate at a local level on the team, to the interview.

Members of the KYTC's Selection Committee will attend each oral interview. Additional subject matter experts or FHWA staff may also attend the interviews. Elected officials will not be permitted to attend. KYTC will terminate the interview promptly at the end of the allocated time.

KYTC may record presentations to document the oral interviews. These recordings are not intended for public use except for the selected Consultant team, which shall be shared with the Department's project team. All other interviews will be shared only with the responding firms but not dispersed by the Department. All interviews are expected to be held via videoconference.

IX. PREQUALIFICATION REQUIREMENTS

To respond to this project, the Consultant must be prequalified in the following areas by the response due date of this advertisement.

[Maintenance – Bridge Maintenance Services](#) * (see note below)

- *Tunnel Inspection**

** Note – These Tunnel Inspection prequalifications are not required with the initial proposal as it is uncertain to the extent practicable if they are necessary. Should these services become necessary during the delivery of the project in this or future phases, the selected Consultant team must obtain the required qualifications before providing those services or bring on a prequalified subconsultant at that time.*

X. PROCUREMENT SCHEDULE

Dates other than Response Date are tentative and provided for information only.

- Advertisement Date: January 9, 2024
- Response Date: January 31, 2024 by 4:30 ET
- First Selection Meeting: February 5, 2024
- Short-List Meeting: February 19, 2024
- Consultant Interviews: March 6, 2024
- Final Selection: March 6, 2024
- Contract Scoping Meeting: March 11, 2024
- Independent Estimates Received: March 22, 2024
- Contract Negotiations: April 1, 2024
- Notice to Proceed: April 30, 2024
- Transition Period Begins: May 1, 2024
- Contract Start Date: July 1, 2024

XI. EVALUATION FACTORS

Consultants will be evaluated by the selection committee based on the following, weighted factors:

1. Relative experience of consultant personnel assigned to project team with highway project for KYTC and/or federal, local or other state governmental agencies. (30 Points)
2. Past record of performance on projects similar in type and complexity. (20 Points)
3. Available team workload capacity to comply with project schedule. (10 Points)
4. Project approach and proposed procedures to accomplish the services for the project. (10 Points)
5. Knowledge of the locality and familiarity of the general geographic area. (2 Points)

XII. SELECTION COMMITTEE MEMBERS

1. Zachary Neihof, P.E., User Division

2. David Fuson, P.E., User Division
3. Amanda Desmond, P.E., Secretary's Pool
4. Crystal Mapel, P.E., Secretary's Pool
5. Marcelyn Mathews, P.E., Governor's Pool