

A REQUEST FOR PROPOSAL FOR PERSONAL SERVICES CONTRACT

Operation PRIDE, Inc. Professional Services Procurement Bulletin Warren / I-65 Project Name: Beautifi-65

This document constitutes a Request for Proposals for Personal Service Contract from qualified individuals and organizations to furnish those services as described herein for Operation PRIDE, Inc.

I. PROJECT DESCRIPTION

County - Warren
Route - Interstate I-65
Project Description - Operation PRIDE, Inc. of Bowling Green and Warren County, Kentucky seeks to improve the aesthetics for the five (5) interchanges along the Interstate 65 corridor between Exit 20 and Exit 30. This ten-mile corridor will be transformed into a visually appealing and cohesive gateway into our community because we believe that cultivating and maintaining an attractive roadside landscape is critical to building a sense of pride and to driving future investment in the district. The beautification project design will provide for gateway monuments, landscaping, fencing, and signage.

II. PROJECT INFORMATION

Project Name - **Beautifi-65**
Project Manager - Angie Alexieff, Executive Director
Approximate Fee - \$150,000 (Not to exceed)
Project Length - I-65 corridor between Mile Point 13.711 and Mile Point 42.89; Landscaping design of five (5) interchanges
Response Deadline (Proposals Due) - Wednesday, April 17, 2019, by 12:00 noon CDT

III. GOALS

The following goals have been set as a means to achieve the aesthetic for the overall project:

- Create a “vista” experience for travelers on I-65 that communicates a sense of arrival to a special place. Use Exit 20 and Exit 30 as the “gateways” in the landscaping plan.
- Provide a higher frequency of maintenance (mowing and litter pick up) along the I-65 corridor, being sensitive to the needs of traffic control to provide safety for workers and motorists.
- Replace the existing woven wire access control fence with wooden, 4-plank horse farm fencing.
- Create a signature branding element in the form of monument style signs located north

- and south of the interchanges on private property adjacent to I-65.
- Create an opportunity for private partners to invest in the project to benefit the public and provide recognition opportunities for their investment.

IV. SCOPE OF SERVICES

Schematic Design:

- The Consultant shall work with the owner and KYTC to talk about the project and determine the project requirements and goals stated above.

Design Development:

- The Consultant shall work with the owner and KYTC as needed to provide design concepts for the five interchanges and goals stated.
 - Landscape Design
 - Plantings, trees and bed materials
 - Soil amendments
 - Median materials; wildflower species and grass seed mixture, recommendations on soil amendments
 - recommendations for long-term maintenance
 - 4-plank horse wood fence
 - Traffic control plan
 - Project Schedule
- The Consultant shall meet with Owner's staff and KYTC up to three times to review progress and receive comment on Preliminary Design.
- The Consultant shall develop a preliminary cost estimate based on the approved design.

Construction Documents:

- The Consultant shall provide and develop detailed construction drawings covering site layout plans, erosion/sedimentation control plan, landscaping plan and other details as required to provide a complete project.
- Anticipated construction schedule
- Construction Cost Estimate

Bidding and Construction Administration:

- The Consultant shall prepare a set of contract documents and assist Owner with advertising and bidding the project.
- The Selected Consultant will be required to coordinate with Kentucky Transportation Cabinet for encroachment permit.
- The Selected Consultant will be required to be available during advertisement for bids to address contractor questions.
- The Selected Consultant will be required to routinely meet with Project Manager for status meetings.

Note: The selected consultant shall agree to provide design services within the stated scope of budget. If, at any time during the design process the Consultant determines via opinion of probable cost, that the project design exceeds the construction budget, the Owner shall be immediately notified in writing. Should the project construction bids exceed the final opinion of

probable cost, the Consultant shall re-design the project to come in within the construction budget at no additional fee due to the Owner.

V. SPECIAL INSTRUCTIONS

Inquiries/Questions

After thoroughly reading this Request for Proposals and Exhibits, Respondents may direct questions, in writing via email only, to: Angie Alexieff, **Executive Director, Operation PRIDE, Inc.**, angie.alexieff@ky.gov

Deadline for questions regarding the RFP are due by **noon on April 11, 2019**. Any additional information, clarification, and/or questions regarding this RFP will be posted on the above referenced website in the form of an addendum to this RFP **by 5:00 PM CST April 15, 2019** on the Warren County's website at <http://www.warrencountyky.gov/operation-PRIDE>

VI. AVAILABLE STUDIES

2019 Beautiful65 Final Report - <http://www.warrencountyky.gov/operation-PRIDE>

VII. PHOTOGRAMMETRIC SERVICES

Current LIDAR data can be downloaded <<[here](#)>>. Additional aerial photography, contour mapping, and historical roadway plans may be provided by request. The Selected Consultant shall supplement this information with conventional surveying as needed.

VIII. TRAFFIC

The Traffic counts and related information may be provided by the Kentucky Transportation Cabinet by request.

IX. UTILITIES

The Selected Consultant shall locate all existing utilities and locate them on the design plans. Sizes and types of underground and aerial utilities shall be identified on the plans.

X. PREQUALIFICATION REQUIREMENTS

To respond to this project the Selected Consultant must identify on the Project Team individuals who have the following certifications:

- Professional Landscape Architect Licensure
- International Society of Arboriculture Certification
- Work Zone Traffic Control Technician Qualification
- Work Zone Traffic Control Supervisor Qualification

XI. PROCUREMENT SCHEDULE

- Bulletin Posted – March 22, 2019
- Response Date – April 17, 2019 by 12:00 noon CDT
- Final Selection – April 25, 2019

- Pre-Design Conference – May 1, 2019
- Fee Proposal – May 15, 2019
- Notice to Proceed – May 21, 2019

XII. PROJECT SCHEDULE

- Preliminary Design Review • On or before July 12, 2019
- Final Plans • On or before September 6, 2019
- Bid Opening • On or before November 8, 2019

XIII. 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 relevant beautification projects for KYTC and/or federal, local or other state governmental agencies. (10 Points)
2. Capacity to comply with project schedule. (10 Points)
3. Past record of performance on projects similar in type and complexity. (10 Points)
4. Project approach and proposed procedures to accomplish the services for the project. (10 Points)
5. Consultant's offices where work is to be performed. (2 Points)

XIV. SELECTION COMMITTEE MEMBERS

1. Joe Plunk, PE, Chief District Engineer, KYTC District 3
2. Bryan Russell, LEED AP, Chief Facilities Office, WKU
3. Josh Moore, Director, Warren County Public Works
4. Jay Dougherty, Landscape Manager, City of Bowling Green

INSTRUCTIONS FOR SUBMISSION OF QUALIFICATIONS / PROPOSALS TO PROVIDE PROFESSIONAL SERVICES

RESPONSIVENESS:

The mission of the selection process is to provide a uniform methodology to procure professional architectural and/or engineering services.

The purpose of seeking responses is to afford the members of the Selection Committee the opportunity to fairly evaluate and compare your firm's qualifications with the project requirements. Selections will be determined through the unbiased and independent interaction of the members of the Committee. Therefore, it will be in your firm's best interest to be specifically responsive to the requirements of this solicitation. Given the number of selections presently being made within a short period of time, it will be in your firm's responsibility to

carefully consider how to fulfill this requirement. To that end, the Selection Committee is asking the Respondents to submit a cover letter setting forth the Respondent's interest, capabilities, talents and expertise in complying with the project requirements.

The cover letter and Sections are to be bound, information submitted, and incorporated therein. The cover letter shall be single sided, single-spaced 8 ½" x 11" paper using a minimum of 10 pt. type and not exceeding four pages in length. This letter will serve as an introduction for the Selection Committee of the Respondent's qualifications and capabilities. It is not meant to limit a Respondent's submittal of other, supplementary and/or supporting information as described hereinafter. The imposed page limit will not be counted to include all Sections, additional and/or supplementary information specifically sought by the Committee.

Respondents shall be limited to one (1) proposal per Respondent per Project. For the purposes herein, a "Respondent" means that legal entity which requests an RFP. Multiple Respondent qualifications per Project will be deemed as being non-responsive.

The goal of the selection process is to match the requirements of the service to be provided with the most appropriate professional firm.

FIRM EXPERIENCE:

SECTION "A" - Provide a list of representative projects completed by your firm that would assist the Selection Committee's consideration of the firm's experience. While the number of projects presented is within your sole discretion, the list should focus on projects of similar scope and technical complexity sought by this solicitation. This list shall be appended to the cover letter and identified as **Section "A"**. The list of representative projects shall include the following specific information:

- A. Project Name and Location:
- B. Name and Address of Owner/Client:
- C. Project Description (including cost, size and present status, i.e. completed, etc.).

PERSONNEL AND EXPERIENCE:

SECTION "B" - Provide an explicit list of the proposed Project team that will be assigned to this Project, should your firm be selected. The list shall identify the principal in charge, project manager/captain, key professional and technical staff. The list shall include any special consultants and/or business entities that the submitting firm proposes to engage and use for the Project. This list shall be appended to the cover letter and identified as **Section "B"**. Individual resumes are to be included in the supplementary supporting information submitted by the responding firm and should be designed to demonstrate personal and professional qualifications, experience and training that would be germane to this Project. Provide a brief outline of each individuals anticipated duties relative to this Project.

Project team members identified in Section "B" shall include registration or certification number(s) or other information evidencing current professional licensure in the Commonwealth of Kentucky when law requires such licensing.

Additional relevant information may be submitted by the Respondent that might assist the Selection Committee in the assessment of your firm's qualifications.

Any known, or anticipated, changes in the composition of the proposed Project team shall be made known to the Selection Committee Administrator, in writing, prior to the completion of the selection process. Non-compliance with this requirement may be deemed as sufficient reason for disqualification.

QUALIFICATION / PROPOSAL REQUIREMENTS

Respondent shall be a lawfully qualified to do business with and within the Commonwealth of Kentucky.

Respondents and sub-consultant firms shall be licensed to perform services in the Commonwealth of Kentucky as required by the respective Board of Registration.

Consultants of record shall be licensed to perform their respective discipline in the Commonwealth of Kentucky as required by the respective Board of Registration.

Respondent firms shall carry, maintain and provide a certificate of liability insurance for professional liability in the amount of \$1,000,000 minimum, of which a copy of your certificate to be attached.

SUPPLEMENTAL INFORMATION SUBMITTAL:

In order to give each candidate firm equal and fair opportunity for consideration by the Selection Committee, please supply the following specific information as part of your Project submittal:

SECTION "C"

- Address of the office(s) where the principal amount of Work of this Project will be performed.
- Brief description and percentage of the work product that will be performed in-house by the Respondent.
- Brief description and percentage of the work product that will be performed by others, not in-house.
- Concise and succinct evidence of the Respondent's present manpower utilization, and/or a brief statement how the manpower requirements of this solicitation would be met.
- A complete listing of the following work load:

E.1. Current contracts with the Commonwealth of Kentucky. Response is for Respondent firm only, and does not include Consultants. (Include Project Name, Scope and present status of the Project.)

E.2. Commonwealth of Kentucky contracts within the previous two years. Response is for Respondent firm only, and does not include Consultants. (Include Project Name, Scope and present status of the Project.)

E.3. Contracts with other design consultants as a retained Consultant on Commonwealth of Kentucky Contracts held by others for the above time periods. (Include Project Name, Scope and present status of the Project.)

RESPONSE FORMAT, TIME AND PLACE:

Five (5) copies (clearly marked) of the responses shall be complete and submitted to:

City-County Planning Commission Office, c/o Operation PRIDE Inc., Angie Alexieff, Executive Director, 1141 State Street, Bowling Green, KY, 42101 by 12:00 noon CDT on Wednesday, April 17, 2019. , on or before the date and time date established as the Response Deadline on the cover page of this solicitation.

Note: Any submittals received after the end of the solicitation period will not be given consideration.

INQUIRIES AND COMMUNICATIONS:

After thoroughly reading this Request for Proposals and Exhibits, Respondents may direct questions, in writing via email only, to: Angie Alexieff, **Executive Director, Operation PRIDE, Inc.**, angie.alexieff@ky.gov

Deadline for questions regarding the RFP are due by **noon on April 11, 2019**. Any additional information, clarification, and/or questions regarding this RFP will be posted on the above referenced website in the form of an addendum to this **RFP by 5:00 PM CST April 15, 2019** on the Warren County's website at <http://www.warrencountyky.gov/operation-PRIDE>

SPECIAL NOTICE:

Interested firms shall have no contact with any member of the Selection Committee about any matters relating to this solicitation. Any breach of this provision will be grounds for disqualification from the selection process.

SUBMITTAL CHECKLIST:

The following is a list of the required submittals for this solicitation:

- Cover Letter
- Section "A"- FIRM EXPERIENCE
- Section "B"- PROJECT TEAM
- Section "C"- WORK PLACE AND WORK LOAD

Submittals not containing the above items will be deemed non-responsive and disqualified from the present selection.

END OF INSTRUCTIONS

**“Ex Parte” Communication Disclosure
Architectural and Engineering Selection Committee**

Since the advertisement of the request for proposal, I have been contacted by the following firm(s), which has/have responded to the request for proposals issued for the above-cited project, concerning the project, and/or the request for proposal. The name of other responding firm(s), date(s), and the description and subject of the contact(s) are summarized below. (If necessary, additional pages may be used.)

Signature

Date

NOTE: If applicable, each Selection Committee member shall fill out this form and return it to the designated Project Manager, Angie Alexieff, so that its contents may be disclosed to the other Committee members prior to award of the contract.

SPECIAL CONDITIONS

1. **INCURRING COSTS:**

The cost of preparing responses to the RFP will not be allowable as direct or indirect charges under any resulting contract.

2. **REJECTION OF PROPOSAL:**

Operation PRIDE, Inc. reserves the right to refuse or reject any or all proposals submitted under this RFP. Operation PRIDE, Inc. shall be free to accept whichever proposal(s) it deems most advantageous.

3. **ADDENDA TO RFP:**

Amendments to this RFP may be necessary prior to the closing date and will be furnished in the form of written addenda to all prospective bidders. Failure to acknowledge receipt of addenda in accordance with the instructions contained in the addenda may result in the proposal not being considered. Oral communication with any person(s) will not be construed as providing amending data to the specification unless converted to the form of written addenda and conveyed to all prospective bidders.

4. **OFFEROR RESPONSE AND PROPRIETARY INFORMATION:**

With regard to proprietary information, Operation PRIDE, Inc. will not disclose any portion of the proposals, except to the members of the proposal evaluation team prior to the contract award. Operation PRIDE, Inc. retains the right to disclose the name of the successful bidder(s), the amount of the contract, and any information in the proposal that is pertinent to the selection of the contractor. Any information of the proprietary nature that an Offeror does not want disclosed to the public or used for any purpose other than evaluation of its offer should be on separate sheets. Each sheet containing such information must be appropriately marked "Confidential" at the top and bottom.

5. **INDEPENDENT CAPACITY:**

The parties hereto agree that the Offeror, and any agents and employees of the Offeror, in the performance of their agreement, shall act in an independent capacity and not as officers or employees of Operation PRIDE, Inc.

6. **NEGOTIATION OF CONTRACT:**

Any contract(s) that may result from this RFP will be as a result of negotiation between applicants submitting proposals and Operation PRIDE, Inc.

7. **PARTIAL PROPOSALS:**

Partial proposals will not be accepted. A complete proposal is defined as one which is responsive to all the components defined in each of the sections submitted which are specified in the RFP.

8. **COMPLETE PROPOSAL:**

The Offerors must insure its response to be complete and all required information is furnished including proper signatures, required responses, and other information as outlined in the RFP. Failure to do so may result in the disqualification of the Offeror's proposal.

9. **EMPLOYMENT/NON-DISCRIMINATION LAWS:**

The successful applicant(s) will be required to comply with all state and federal applicable fair employment and non-discrimination laws and regulations.

10. **TERMINATION:**

Either party may terminate the agreement at any time without cause, by giving the other party not less than thirty (30) days prior written notice of its intent to terminate.

11. **CONTRACT CHANGES:**

Operation PRIDE, Inc. may, at any time by a written amendment, make changes within the general scope of the contract. If any such changes affect the performance of any part of the service provided under the contract, whether changed or not changed by any such amendment, a cumulative satisfactory adjustment shall be made in the contract terms and the contract shall be modified in writing accordingly. Any claim by the Offeror for adjustment under this clause must be asserted within thirty (30) days from the date of receipt of the Offeror of the notification of change. In cases of disagreement in regards to the adjustment caused by such change, the Offeror will be required to perform in accordance with the dispute procedures as defined in Section 13 of this RFP.

12. **SUBMITTAL PROCEDURE DISPUTE:**

Adjudication of disputes regarding submittal of proposals pertaining thereto shall be under the authority of Operation PRIDE, Inc.

13. **DISPUTE WHILE CONTRACT IN FORCE:**

Except as otherwise provided in this contract, disputes concerning a question or act arising under this contract which is not disposed of by agreement shall be decided by the Operation PRIDE, Inc., Executive Board of Directors, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Offeror. The decision from the Operation PRIDE, Inc., Executive Board of Directors shall be final and conclusive, subject to an appeal in a court of law in the Commonwealth of Kentucky. In connection with any appeal proceeding under this section, the Offeror shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of dispute hereunder, the Offeror shall proceed diligently with the performance of the contract and in accordance with the decision from Operation PRIDE, Inc., Executive Board of Directors.

14. **OFFICIALS NOT TO BENEFIT:**

No Trustee, Director, Officer or Employee of Operation PRIDE, Inc. shall benefit financially or materially from this contract.

15. **COMMITMENT OF OPERATION PRIDE, INC.:**

Issuance of this RFP in no way constitutes a commitment by Operation PRIDE, Inc. to award a contract or to pay any costs incurred in the preparation of a response to this request. Operation PRIDE, Inc. will assure its best efforts to provide reasonable and timely resolution to questions as they may affect this RFP.

16. **APPENDICES:**

The Offeror may provide any additional information, which it deems useful in evaluation of its proposal in appendices. Generally, this may include examples of prior work, products and methods.

17. **CONTRACT PROVISIONS:**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of each resulting contract. The Offeror in its proposal which, if accepted, shall become part of the contract therefrom must specifically define any deviation. Such deviations must not be in conflict with the basic nature of this offer.

18. **BASIS OF FEE QUOTATIONS:**

Fees and services quoted in response to this invitation shall remain firm for the initial period of the resulting contract. After this time, fees are subject to revision, which may be either an increase or decrease. Said revisions may be requested by either of the contracting parties and must be requested in writing. The requesting party must furnish documented evidence substantiating the validity of the request. The party to whom the request is represented must notify the requesting party of their decision within 30 days after receipt of the request or satisfactory supporting documentation whichever occurs later. In the event the requested revision is refused, the requesting party shall have the right to withdraw from the contract without prejudice. For clarification, fees will only be negotiated with the one Offeror that is selected, and negotiations will be at the end of the process. No fees or pricing are to be submitted with this RFP.

19. **HOLD HARMLESS:**

The Offeror/Contractor shall serve, defend, indemnify and hold harmless Operation PRIDE, Inc. and its officers, agents, employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Agency or its subcontractors, agents or employees under this agreement.

20. **CONTRACTOR RESPONSIBILITIES:**

The successful Offeror shall be financially responsible for obtaining all permits, licenses, and bonding requirements to comply with all applicable city, county, state and federal laws and regulations and assumes liability for all applicable taxes.

21. **SUBCONTRACTS:**

No portion of the work shall be subcontracted without prior written consent of Operation PRIDE, Inc. In the event the Offeror/Contractor desires to subcontract some part of the work specified herein, the Offeror/Contractor shall furnish Operation PRIDE, Inc. the names, qualifications and experience of their proposed subcontractors. The Offeror/Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

End of RFP