

A REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES CONTRACT

Department of Highways Professional Services Procurement Bulletin 2024-06 Statewide Alternative Delivery Support Services

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 statewide contract is to provide necessary Alternative Delivery Support Services. Two (2) consultants will be selected to provide these services on an as-needed basis for two years.

II. PROJECT INFORMATION

Project Manager - Erika Drury, P.E.
User Division - Construction Procurement
Approximate Fee - \$5,000,000 per contract (Upset Limit)
Work will be assigned via Letter Agreement, not to exceed \$1,500,000
Project Funding - State and Federal Funds
Contract Term - Two Years

III. PURPOSE AND NEED

As the Cabinet expands our usage of alternative delivery projects (i.e. CM/GC or progressive design-build) the need for additional support in the procurement and full development of these projects has become apparent. Additional staff and expertise in specific types of alternative delivery is needed to procure these projects in a timely manner.

IV. DBE GOAL

The Consultant team shall include a DBE Participation Plan with their Response to Announcement to help the Department meet the 11.95% DBE goal established by FHWA. The plan should demonstrate how DBE companies will be mentored or used to assist in the area(s) pertaining to this contract. An additional page will be allowed in the Project Approach (Section 7) to exhibit this plan. A maximum of five (5) points will be considered in the Evaluation Factors for the DBE Participation Plan.

V. CONFLICT OF INTEREST

Consultants are advised that the Consultant team providing services for a letter agreement will not be allowed to participate or join any contracting team on projects they are assigned under this

contract. The Consultant team not providing services for a project may participate on a contracting team. Sub-consultants will not be allowed to participate or join a contracting team for an individual project they have or will provide services on under this contract.

Consultants are advised that KYTC will evaluate on a project by project basis on whether the Consultant team will be allowed to pursue a separately solicited Construction Engineering Service Contract for projects for which they receive an assignment under this contract.

Additional conflicts of interest may be identified on a letter agreement basis.

VI. SCOPE OF WORK

The selected Consultant will provide KYTC's Project Managers procurement support and design assistance during full development for alternative delivery projects. These services would include work at both the program and project levels. Work throughout the life of the Contract may include assisting with program updates and improvements, assisting with pre- award activities such as procurement support (preparation of RFQ, RFP, evaluation criteria, Alternative Technical Concept evaluation, etc.) and post award services including design review assistance during construction. KYTC may request assistance with evaluating and implementing alternative contracting approaches new to KYTC.

It is KYTC's intention to have the Consultant provide services on its alternative delivery projects. However, KYTC, at its sole discretion, may exclude projects from this contract and issue separate solicitations.

The Consultant will be expected to work cooperatively with other consultants and contractors that may be under contract with KYTC.

The scope of work for Letter Agreements to be issued under this agreement could include specific tasks within any or all of these broad categories:

Primary Tasks

- 1) Procurement Assistance. Contract documents and procurement process for alternative delivery projects. This includes assistance with, but is not limited to:
 - Preparation and facilitation of industry events such as forums and/or workshops
 - Preparation of any or all stages of Request for Qualifications (RFQ)
 - Preparation of any or all stages of Requests for Proposals (RFP)
 - Preparation of Statement of Qualification and Proposal evaluation manuals
 - Support for procurement processes, including assisting with RFP and RFQ evaluation processes, establishing evaluation criteria, and procurement record management
 - Preparation of contract documents
 - Preparation of addenda
 - Support of Negotiations in Engineering and Contracting
 - Development of the procurement of Independent Cost Estimating (ICE) services.
 - Support of Alternative Technical Concepts (ATC)
 - Public involvement activities
 - Risk assessments
 - Such activities may include:

- Project risk management plan
 - Preliminary project risk analysis and assignment
 - Facilitate risk workshop(s)
 - Develop and maintain project risk register
- Federal compliance
 - Strategic advice on determining the appropriate Alternative Delivery Method for specific projects.
- 2) Post-Award contract administration of alternative delivery projects. This includes, but is not limited to:
- Design Review Assistance During Construction
 - Design verification/oversight support
- 3) Support of KYTC's Alternative Delivery program manager. This includes, but is not limited to:
- Updates to alternative delivery contract document templates
 - Provide strategic advice for the evaluation of potential projects for alternative delivery
 - Updates/developments to KYTC Manuals and Standards regarding alternative delivery
 - Process improvements
 - Development of Training processes

VII. SPECIAL INSTRUCTIONS

The Department reserves the option to modify the selected Consultants' agreement to include any necessary engineering and/or related services for this project. The firm(s) or one of their subconsultants must at that time be prequalified by the Department in the required area(s).

Two (2) consultants will be selected to provide these services for a period of two (2) years with no new work assigned after two years from the Notice to Proceed, although the contract may be extended for time to complete work already assigned. Contracts will have an upset limit of \$5,000,000. Once the upset limit is reached or the two year term has expired, services may be re-advertised and no additional Letter Agreements will be executed under the contract. Contracts will not be modified to increase the upset limit or extended for time to assign new work. No Letter Agreement shall exceed \$1,500,000 without written approval from the State Highway Engineer.

The Selection Committee will rank and list the selected Consultants in consecutive order to determine the initial order for which projects will be assigned. Projects will generally be assigned on a rotational basis. The Department reserves the right to select one of the firms outside of the assignment order for a particular project if it is to the benefit of the Department. That firm, if selected out of order, will be skipped in the rotation when their turn comes and the regular order will be followed thereafter. The Division of Construction Procurement reserves the right to group multiple projects together as one offering if it is advantageous to the Department. The Department may also add additional work to an existing Letter Agreement, if needed. A firm will not be offered an additional project until the remaining firms on the list have been offered a project. If a firm declines to accept a project, that firm will not be eligible to accept another project until the remaining firms on the list have been offered a project. If a firm declines a project or does not respond to an invitation to perform services for a project within five (5) business days,

documentation shall be provided in the project files and the next firm on the rotating list shall be offered the project.

The Cabinet may also utilize specific rate of compensation for certain project assignments. For those projects, the Consultant shall submit loaded hourly wage rates for the following specific personnel classifications:

- Alternative Delivery Specialist, Project Manager
- Alternative Delivery Specialist, Senior
- Alternative Delivery Specialist, Mid-level
- Alternative Delivery Specialist, Support Staff

The all-inclusive fee must be one (1) hourly rate for each Personnel Title. The proposed hourly rate should include salary, overtime, overhead, ~~management fees, and profit., and any direct costs to cover whatever is needed.~~

These hourly rates should be submitted to Eric Pelfrey, Director, Division of Professional Services via email at eric.pelfrey@ky.gov by January 10, 2024 at 4:30pm ET to supplement the Response to Announcement.

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 modifications to the standard response format for responses to this Statewide advertisement only:

- Section 6 (A-E): Project Experience may be expanded, not to exceed 7 pages total (A-G). Provide Contact Information for a Project Manager where the firm provided Owner's Representative services for a CM/GC or Progressive Design Build project.

VIII. AVAILABLE INFORMATION

The Department will furnish any plans, specifications, reports, or other information in the possession of the Department needed for providing the services desired.

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.

ROADWAY DESIGN

- Rural Roadway Design
- Urban Roadway Design

Environmental Archaeology & Other Services* (see note below)

- *Environmental Document Writing and Coordination**

Geotechnical Services* (see note below)

- *Geotechnical Engineering**

Structure Design* (see note below)

- Spans Under 500 Feet*

Traffic Engineering* (see note below)

- Traffic Engineering*

Utility Design* (see note below)

- Utility Preconstruction Coordination*

* Note – These 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: December 12, 2023
- Response Date: January 10, 2024 by 4:30 PM ET (Frankfort Time)
- First Selection Meeting: January 16, 2024
- Final Selection: January 31, 2024
- Pre-Design Conference: February 7, 2024
- Notice to Proceed: February 28, 2024

XI. PROJECT SCHEDULE

Individual project schedules will be defined by Letter Agreement on a project-by-project basis.

- Assignment of All Projects – Within two (2) years from Notice to Proceed
- Completion of All Services – Within initial contract term or by time extension

XII. 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 as an Owner's Representative specifically for CM/GC and Progressive Design Build with highway project for KYTC and/or federal, local or other state governmental agencies. (20 Points)
2. Past record of performance on projects similar in type and complexity. For each project, clearly identify key team members. (15 Points)
3. Experience of consultant personnel assigned to the project team in Risk Assessment and Management on Alternative Delivery Projects. (15 points)
4. Project approach and proposed procedures to accomplish the services for the project. (10 Points)
5. DBE Participation Plan (5 Points)

6. Availability to comply with project schedule. (5 Points)

XIII. SELECTION COMMITTEE MEMBERS

1. Erika Drury, P.E., User Division
2. Amanda Desmond, P.E., User Division
3. Matthew Sipes, P.E., Secretary's Pool
4. Emily Deason, P.E., Secretary's Pool
5. Brian Wood, P.E., Governor's Pool