



REQUEST FOR QUALIFICATIONS

Architectural & Engineering Services

For the

**Future Design, Engineering, Writing of Specs for Construction,
Oversite and Approval of Construction for a New Bus Wash,
and demolition and removal of an old bus wash at METS,
located 601 John Street, Evansville, Indiana.**

**Metropolitan Evansville Transit System (METS)
in the City of Evansville, Indiana**

**PROPOSAL DOCUMENT-RFQ No.
METS DESIGN/ENGINEERING-BUS WASH 08-09-2018-01**

BOARD OF PUBLIC WORKS

**MARTY AMSLER, PRESIDENT
BILL NIX, VICE-PRESIDENT
SHARON WALKER, MEMBER**

LLOYD WINNECKE, MAYOR

**PREPARED BY: METROPOLITAN EVANSVILLE TRANSIT SYSTEM (METS)
601 JOHN STREET
EVANSVILLE, INDIANA 47713
(812) 435-6166**

August 09, 2018

Project Description

August 09, 2018

Attention: Qualified and Interested Consultants

The Metropolitan Evansville Transportation System hereinafter (METS) is seeking a Request for Qualifications (RFQ) and statements from Consultants to complete the architectural/engineering herein after Consultant, writing of specs, oversight and approval of a new bus wash at METS, located 601 John Street.

The project number is: METS DESIGN/ENGINEERING-BUS WASH 08-09-2018-01

The Consultant is to make recommendations for service design and improvements for overall system efficiency and operational effectiveness for a new bus wash system at the METS.

The Consultant should examine all possible alternatives to address METS' current and future need/s.

This RFQ describes the proposal format, submittal requirements, preliminary scope of services and project schedule, the minimum information that must be included in the proposal, and the selection process. Failure to submit the Proposal in accordance with the procedures outlined may be cause for disqualification.

No person or entity submitting a proposal in response to this RFQ, nor any officer, employee, agent, representative, relative or Consultant representing such a person or entity may contact through any means or engage in any discussion concerning the award of this contract with any member of the Board of Public Works or any employee of the METS during the period beginning on the date of proposal issue and ending on the date of selection of the Consultant. Any such contact could be grounds for disqualification of the vendor. Contact with the above-mentioned persons or entities during such time period must be limited to site visits and technical questions as described in this proposal

Requirements for this RFQ are enclosed. In order to be considered in the selection process, interested parties shall submit eight (8) copies and one (1) electronic copy of their Proposal no later than 1:15 p.m., August 30, 2018 CST to:

Darlene Kirkwood
Secretary-Board of Public Works
Room 321, Civic Center Complex
1 NW M. L. King Jr. Blvd
Evansville, IN 47708

dkirkwood@evansville.in.gov

The qualifications will be publicly opened and read aloud at 1:30 p.m. CST on Thursday, August 30, 2018 at the Board of Public Works meeting in Room 301, Civic Center Complex, 1 N.W. Martin

Luther King, Jr. Boulevard, Evansville, Indiana 47708. RFQ's received after this time will not be considered for award.

Proposals to be submitted prior to the scheduled proposal opening shall be submitted to ATTN: Darlene Kirkwood, Board of Public Works Office, Room 321, Civic Center Complex, 1 NW Martin Luther King Jr. Boulevard, Evansville, Indiana 47708. Qualifications submitted to the Board of Public Works office shall be submitted prior to 1:15 p.m. CST on Thursday, August 30, 2018. Any proposal delivered after that time are to be brought directly to the Board meeting and shall be given to the Board Secretary by 1:30 p.m. CST.

I. Agency Information

METS

METS is the transit system serving the City of Evansville, Indiana. METS is a section of the City of Evansville's Department of Transportation and Services. The Executive Director of Transportation and Services is responsible to the Mayor of Evansville. METS funding includes local monies, FTA monies and State monies.

METS Transit projections

METS has a ten-year plan to include implementation of changing one-half (½) of thirty-two (32) Diesel Transit Bus fleet from 29-foot vehicles to 35-foot vehicles. In addition, a Comprehensive Operational Analysis (COA) was completed in 2016 concerning METS. The COA included the need for METS to bring the METS fleet into a "state of good repair." This requires increases in new bus purchases upgrade its transit buses to equipment closer to its useful life, expanded services for the eastside of Evansville, connection with Henderson, KY, a North/Route, an East/West route as some of its recommendations. All of those would include new bus purchases.

METS' current bus wash was built in 1987. The current bus wash does not clean the buses thoroughly, wears the paint off of them, is limited on the size of vehicles it cleans, and is not efficient in containing non-storm water, etc.

Key personnel

Key personnel for this project will be: Todd M. Robertson, Executive Director of Transportation and Services-METS of Evansville, Indiana; Kerry Kamp, METS Interim Director; Rick Wilson, METS Operations Superintendent; Jonathan Siebeking, METS Maintenance Supervisor, Alicia Hall, METS Grants Manager, Matt Schrierfer, MPO, Chris Weil, Assistant City Engineer and Matthew Maxwell, City Purchasing Department.

Mr. Siebeking will be the designated Project Manager (PM) for this project.

II. Required Content of Proposal

1. Cover Sheet

The cover sheet shall clearly present the project title, the Consultant name, and the RFQ number.

2. Letter of Transmittal / Interest

The letter must be signed by an official authorized to bind the firm in a contract. The letter must contain all of the following:

- a. The name and address of the prime Consultant and the state in which it is incorporated and chiefly located.
- b. A brief description of the Consultant and its interest in performing the work described in the RFQ.
- c. The name, address, phone and facsimile numbers, and email address of the designated contact for the Consultant (prime Consultant).
- d. Acknowledgement of all addenda to the RFQ.
- e. DIR Registration number.
- f. Signature of a duly authorized official of the prime Consulting firm, including the official's name, title and phone number.

3. Table of Contents

Listing of the major sections in the proposal and the associated page numbers.

4. Summary of Company

Provide a brief introduction of Consultant's company and background. Also include a description of the general project approach, management methodology, and applicable experience and qualifications of the firm and its Subconsultants.

5. Technical Approach

The Consultant shall provide a description of the specific actions to accomplish the individual tasks and overall work contained in the RFQ. The Consultant shall provide its technical capabilities as well as the capabilities of the offered Automatic Drive-Through Bus Wash System. The project approach shall provide a narrative description for implementing the work and provide innovative solutions and best approaches to fulfilling the objectives as stated in the Work as proposed in the RFQ.

6. Qualifications and Experience of Key Personnel

- a. At least one member on the Primary Consultant's team shall be a licensed engineer in the State of Indiana

Provide names of all project personnel, including Subconsultants, along with their job titles, duties and responsibilities.

7. Organizational Chart

Consultant shall provide an organizational chart showing how the project will be staffed

and in all functional areas. Indicate the respective working relationships between staff, management and Subconsultants.

8. Project Schedule and Work Plan

Consultant shall provide a proposed baseline project schedule that shall include all of the work activities for each phase of the project. This section must list and describe in detail, all milestones and key project dates, including the proposed date of Project Completion. Consultant shall provide procedures to assure the completion of tasks on time with the least amount of disturbance of METS' workflow.

9. References

Provide an example of at least three (3) projects completed within the past five (5) years that are similar to the project described in this RFQ;

- a. Provide the project title, timing, budget, and sponsoring agency or organization. Include the name and contact information of the person associated with that agency or organization who is most familiar with the project and the Consultant's performance.
- b. Indicate Consultant's level of involvement as a prime or Subconsultant.

10. Covenant Against Gratuities

Provide a statement verifying the Consultant warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Consultant, or any agent or representative of the Consultant, to any officer or employee of METS with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, METS shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by METS in procuring on the open market any items which Consultant agreed to supply shall be borne and paid for by the Consultant. The rights and remedies of METS provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

11. Agreement and Signature to All Supplements, where required

III. Expectations

This project will be conducted primarily by the Consultant, with help from the City of Evansville METS staff.

The chosen Consultant will complete those tasks as spelled out in its approach to the project, which are negotiated in the final work as proposed in the RFQ.

The Consultant is to prepare a set of specs, analyze bids, oversee demolition, disposal construction, and approve completion for the installation of a new bus wash at METS' present facility located at 601 John Street in Evansville, Indiana.

The Consultant shall propose a series of meetings at significant milestones during the

construction to keep the METS informed and to provide the Consultant with sufficient opportunity for information gathering and feedback on the draft final report.

The Consultant shall prepare a draft final report which summarizes all the task reports and includes an executive summary, narrative description of the work performed, the project objectives met, methodologies used, analyses of the data collected utilizing charts, tables, graphs and maps, and specific recommendations based on the results of the analysis.

After review by staff, the Consultant will prepare a draft final report incorporating comments for the draft final report. Upon completion, the METS staff will again review the draft final report for possible needed changes. This will continue until an agreed upon Final Report is completed.

IV. Project Description

The work as proposed in this RFQ will consist of, in general, demolition/dismantling of the existing bus wash system and installing one (1) state of the art industrial quality, Automatic Drive-Through Bus Wash System inclusive of any and all design and engineering calculations, all associated mechanical systems, electrical systems, plumbing and all other related work items, including construction signage, traffic control, water pollution control, health and safety compliance, and furnishing all additional labor, materials, tools, equipment, services, supervision, and incidental work items as required to complete the project.

All local, state and federal regulations are to be adhered to on the disposal and construction.

1. Bus Wash

Current consideration is leaning toward a brushless (touchless) bus wash system. The system will need its own building. The Bus Wash building will be constructed as a shell, designed to receive a pre-manufactured, drive-thru, brushless (touchless), recirculating, automated wash system. As part of the project, the Architect/Engineer will be involved in aiding METS with the decision of the best option for the location of the building and type bus wash to meet METS' need.

The site will be located on at 601 John Street in Evansville, Indiana. There are two (2) proposed sites at this location. Both are located on approximately the North West side of the present building owned by the City of Evansville. As part of the project, the Architect/Engineer will be involved in aiding METS with the decision of the best option for the location of the building. The METS lot size is 521 ft x 290 ft. The section being considered for construction is approximately 136 ft x 154 ft. The topography of the site is relatively flat.

Supplement A shows the potential locations of the METS Bus Wash main structure and approximate sites to be considered.

Supplement B shows the approximate location of underground fuel tanks and oil separator. The tanks and separator are to remain but should be noted as they will be in the construction area of the new bus wash.

The chosen Consultant will be responsible for all aspects of the shop drawings, writing of specs, oversight of installation, inventory or materials for both the bus wash building and bus wash. The Consultant is also to ensure all environmental issues have been met and all permits are obtained and adhered to, etc. The design of the facility shall follow the architectural design of the current building and surrounding properties.

All designs and drawings shall be approved by the METS project coordinator before the specs are presented to the Board of Public Works (BPW) for review and approval and before sent to prospective Consultants for construction. Construction bid specifications shall be presented and approved by the City Purchasing Department prior to presentation to the BPW and prospective Consultants.

METS coordinator will be involved with and give input into the design to ensure it is acceptable for ease of use and compatibility with the METS functionality.

Some of these are:

- a. Plumbing, HVAC, lighting and electrical
- b. Convenience receptacles
- c. Phone Jacks
- d. Device/s for computers
- e. Fire Alarm Service
- f. Back Flow Preventer
- g. Pavements
- h. Sidewalks
- i. Bus Turning Movements
- j. Landscape Plans
- k. Colors

2. Typical Construction Details

Typical construction details shall be developed as per the proposed project design.

Details shall include, but not be limited to, eave condition, gutters, doors, windows, overhead doors, louvers, roof drains, concrete wall to metal wall panel transitions, casework, partition types, and fire rated assemblies.

The chosen Consultant shall submit proposed color selections to METS for review and approval.

3. Accommodations for Accessibility

The construction of public buildings or facilities shall incorporate features to assure safe and ready access for use by those with physical limitations. The ADA introduces many definitions and checklists that are open to interpretation and have not been tested in court. The designer

shall use sound professional judgment when considering accessibility. It is the responsibility of the Consultant to ensure thorough coordination and adherence to all applicable regulatory requirements.

4. FTA Requirements – See Supplement D

Construction of the “Bush Wash” will fall under the use of FTA funding, as such will require the Consultant, Consultant and local authorities to meet or exceed FTA Requirements.

Those may include but are not limited to:

- a. Coordination with the METS, Metropolitan Planning Organization (MPO), Indiana State Department of Transportation (DOT), and FTA.
- b. Determine whether the project is solely for public transit or a shared-use facility or a project that involves joint development including PPP (see the FTA’s Best Practices Procurement Manual, section 1.3.3.9).
- c. Public involvement process if required
- d. The Consultant will be charged with ensuring all FTA aspects of the project are met.
- e. The procurement must conform to all required FTA Construction Clauses according to FTA C 4220.1F and according to 49CFR

5. Feasibility analysis or study

Conduct a feasibility study that will determine the needs and impact to the organization. The plan should consist of, but is not limited to, the following:

- a. Ensure consistency with local plans
- b. Verify land use and zoning
- c. Determine land acquisitions and relocations required
- d. Determine the characteristics of a fixed facility that will meet those needs
- e. Identify initial sites to be evaluated, and conduct the site analyses
- f. Evaluate the final sites and recommend a preferred location
- g. Conduct an environmental analysis of the preferred site

6. Environmental analysis checklist

The environmental analysis should take into account the following categories:

- a. Land use and zoning
- b. Land acquisitions and displacements
- c. Socioeconomics, community disruption and environmental justice
- d. Air quality
- e. Noise and vibration
- f. Water quality and wetlands
- g. Floodplains
- h. Ecologically sensitive areas and endangered species
- i. Traffic and parking
- j. Historic properties
- k. Parklands
- l. Hazardous materials
- m. Safety and security

7. Sustainability

The proposed project must include the latest in Energy and Environmental Design (LEED) certification or “green” design and if the current structures are capable of incorporating any of the green design features, then the guidelines of the U.S. Green Building Council (USGBC) should be incorporated in the design.

USGBC has organized the LEED program into five categories of scoring criteria, plus an optional category for use of innovative technology:

- a. Sustainable sites
- b. Water efficiency
- c. Energy and atmosphere
- d. Materials and resources
- e. Indoor environmental quality
- f. Innovative technology

V. Information and Instructions to Consultants

This RFQ is issued to provide prospective Consultants with information, guidelines, and rules to prepare and submit a Technical Proposal.

The Project will include: The Design, Engineering, Writing of Specs for Construction, Oversight and Approval of Construction for a New Bus Wash at METS, located 601 John Street, Evansville, Indiana.

METS Project No. RFQ # METS DESIGN/ENGINEERING-BUS WASH 08-02-2018-01

1. Definitions

"Codes" - Federal, state; county and METS regulations governing all building, site and construction practices.

"Evaluation Panel" - The METS will create an Evaluation Panel (EP) consisting of professional members, its staff, and other agencies, as necessary, to evaluate technical and Consultant qualification proposals.

"METS" Metropolitan Evansville Transit System (METS) in the METS of Evansville, Indiana

"Consultant" - The official entity submitting a proposal in response to this RFQ (e.g. Consultants, Consultants, business organizations, firms, or other entities).

"Proposal" - The Consultant's written response to this RFQ offering to provide the specified architecture, engineering, design, permitting, construction and/or services. It shall be considered as a formal offer and shall be valid for a period of 90 calendar days from the date that Technical and Cost Proposals are opened. This includes renderings, drawings, project schedules, reports, and any other documents required for submission by the RFQ herein.

"Request for Qualifications (RFQ)" - A formal written solicitation for sealed proposals to

submit qualifications for the project stated herein, in which technical presentations, qualifications, experience, and cost are among the main selection criteria.

“Public Transportation Facility (PTF)” - Including but not limited to buildings, access and parking, fire protection, fuel island, emergency power generator, onsite storm-water treatment system, rainwater collection system, and all equipment, materials, and systems to complete intent of design criteria attached.

2. Invitation

This invitation is extended to all qualified individuals or firms, including joint ventures and partnerships that can provide the requirements specified herein. Proposals should be prepared simply and economically, addressing the requirements in a straightforward and concise manner. The requirements presented in this solicitation represent the METS's anticipated needs.

3. Reservation of Rights

The issuance of this RFQ constitutes only an invitation to present technical and qualifications of Consultants. The METS reserves, holds and may in its sole discretion exercise any or all of the following rights and options with respect to this RFQ:

1. Determine if Consultant's Statement of Qualifications satisfactorily meets the criteria established in this RFQ
2. Seek clarification from any Consultant submitting a proposal
3. Reject any and all proposal
4. Re-advertise, issue, and solicit for other proposals
5. Cancel this solicitation at any time with or without the substitution of another proposal
6. Supplement, amend or otherwise modify this proposal
7. Waive any minor irregularity or informality on any matter to the extent not prohibited by law.

The METS reserves the right to modify the Work, as proposed in the RFQ, to be considered for this project. The METS shall have no liability to any Consultant for any costs or expenses incurred in connection with the preparation and submittal of a Proposal in response to this RFQ or otherwise.

4. Pre-submittal Conference

A **mandatory** Pre-Submittal Conference will be held at the Conference Room of the METS, located at 601 John Street, Evansville, IN 47713, on **August 15, 2018 at 1:30pm**. A site visit will be scheduled immediately after the conference. Also, due to grant requirements we want to assure that prospective Consultants are aware of all the administrative requirements.

Prospective Consultants are required to attend the Pre-Submittal Conference in person. Any prospective Consultant that does not have representation at the Pre-Submittal Conference shall be considered non-responsive. METS will not accept or open any proposals from any entity that did not have official representation at the Pre-Submittal Conference. There will be no special meetings held for a Pre-Submittal Conference beyond **August 15, 2018 at 1:30pm**.

5. Questions, Interpretational Addenda

Prospective Consultants shall promptly notify the METS in writing of all conflicts, errors,

ambiguities, inconsistencies, or discrepancies that Consultants find in the Proposal Documents.

No verbal inquiries shall be received or responded to. All questions and clarification inquiries from Consultants concerning the proposals must be submitted in writing either through email, or mail. Any written inquiries must be received by METS no later than seven (7) calendar days prior to the scheduled date for receipt of proposals. Questions will be answered in writing by the METS and distributed to all registered RFQ holders.

Questions should be sent to:

METS

Attn: Jonathan Siebeking, Maintenance Supervisor
601 John Street
Evansville, IN 47713

Phone: (812) 435-6167

Email: jsiebeking@evansville.in.gov

Between the dates of August 10, 2018 and August 27, 2018 the contact will be Kerry Kamp 812-435-6166

kkamp@evansville.in.gov

6. Availability of Lands for Work

The land is available, and is owned by the Board of Public Works for the City of Evansville, Room 321, Civic Center Complex, 1 NW M. L. King Jr. Blvd, Evansville, IN 47708

7. Access to Site

On request, but prior to the Pre-submittal Conference mentioned above, the METS will provide access to the site to allow prospective Consultants to conduct such investigations and tests as may be deemed necessary to submit proposals. Consultants shall schedule such access in advance by contacting

Jonathan Siebeking, Maintenance Supervisor
601 John Street
Evansville, IN 47713

Phone: (812) 435-6168

Email: jsiebeking@evansville.in.gov

VI. RFQ Documents

This RFQ contains the Work as proposed in the RFQ. No information obtained from any officer, agent or employee of the METS on any such matter, shall in any way affect the risk or obligation assumed by the successful Consultant, or relieve the Consultant from fulfilling any of the conditions of the Contract.

It is the responsibility of the Consultant to ensure that all pages and all addenda are received. All Consultants are advised to closely examine this package. Any questions regarding the

completeness of this package and any addenda thereto should be immediately directed to the METS contact.

The METS assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFQ Documentation. METS, in making copies of the RFQ documentation available on the above term, does so only for the purpose of obtaining Proposals for the Work to be performed and does not confer a license or grant for any other use.

1. Examination of Proposal Documents and Site

Consultants must satisfy themselves by personal examination of the location of the proposed Work and by thorough examination of the design criteria and other related information identified in the Proposal Documents, all requirements of the Work to be performed; and shall not at any time after the submission of a proposal dispute or complain of such estimate or the nature or the amount of Work to be completed. Consultants shall be familiar with, and all work shall comply with, all federal, state and local laws, ordinances, codes, rules and regulations that in any way affect the cost, progress or performance of the Work. Failure on the part of Consultants to thoroughly familiarize themselves with applicable laws, ordinances, codes, rules and regulations will in no way relieve them from the responsibility included in the applicable laws, ordinances, codes, rules and regulations.

Consultants shall be responsible for having investigated to their satisfaction, prior to the submission of proposals, the conformation of the ground, the character and quality of the substrata, the types and quantities of materials to be encountered, the nature of the groundwater and subsurface conditions, the character of equipment and facilities needed preliminary to and during the execution of the Work, the general and local site conditions, any ongoing activities in the project area, and all other matters that can in any way affect the cost, progress, performance, or furnishing of any part of the Work. The price established for the Work will reflect all costs pertaining thereto.

The Architect/Engineer will be required to obtain a geotechnical investigation of the site and have a Geotechnical Report prepared by a licensed professional, which will serve as the basis of foundation and building design during the design phase of the project.

By submission of a proposal, the Consultant affirms that:

- a. He/she has read and understands the RFQ Documents, inclusive of all the design criteria, and the Proposals submitted are made in accordance therewith; and,
- b. The Consultant has visited the site and familiarized himself/herself with the local conditions under which the work is to be performed; and,
- c. At the Consultant's own expense performed all examinations, investigations, explorations, tests, or studies and obtained all additional information and data which pertain to the physical conditions (e.g., surface, subsurface and underground utilities) at or contiguous to the site or otherwise, that may affect the cost, progress or performance of the Work and that the Consultant deems necessary to determine his/her cost to perform the Work in accordance with the terms and conditions of the Contract Documents; and,
- d. That Consultant has satisfied himself/herself with respect to such conditions and shall make no claims against the METS if on carrying out the Work he/she finds that the actual conditions do not conform to those indicated.

The submission of proposals will constitute an incontrovertible representation that the Consultant has complied with every requirement of the Instructions to Consultants, that without exception the proposals are premised upon performing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of design and construction as may be indicated in or required by the Contract Documents are sufficient; in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the Work.

Consultants shall not be entitled to any additional compensation or time extensions based upon alleged differing conditions that in the opinion of the METS shall have been reasonably anticipated at the time of preparation of the proposals.

2. Interpretations and Addenda

Consultants shall carefully examine the Request for Proposal documents. Any ambiguities or inconsistencies shall be brought to the attention of the METS in writing prior to the submittal deadline as stated in this RFQ. Failure to do so on the part of the Consultant will constitute an acceptance by the Consultant of any subsequent decision.

Any written questions, however, shall not involve the quality or use of products or methods; the METS will neither approve nor disapprove particular proposed substitute products prior to the receipt of Technical Proposals. Such products may only be considered when offered by the Consultant for incorporation into the Work after award of the Contract.

In general, no answer will be given to prospective Consultants in reply to an oral question if the question involves an interpretation of the intent or meaning of the Proposal Documents, or the equality or use of products or methods other than those designated or described in the Contract documents. Any information given other than by means of the Proposal Documents, including Addenda as described below, is given informally for informational purposes and for the convenience of the Consultants only and is not guaranteed. The Consultant agrees that such information, interpretations, corrections, or changes will not be binding and shall not be used as the basis of, nor shall the giving of any such information entitle the Consultant to assert, any claim or demand against the METS on account thereof.

When solicitation revisions are deemed advisable or become necessary, including changes to the deadline for proposal submission, they shall be answered only in the form of written METS Letterhead or E-mail from METS. All addenda so issued shall become a part of the Contract Documents.

All addenda issued must be acknowledged. Prospective Consultants are advised to contact the METS prior to the solicitation deadline to ascertain the existence and number of any addenda issued. Failure of any Consultant to receive or to acknowledge receipt of any addenda shall not relieve such Consultant from any terms, conditions and obligations under its proposal as submitted.

No addenda will be issued less than five (5) working days prior to the date for receipt of proposals; except an addendum withdrawing the Request for Proposals, or one which includes a postponement of the date for receipt of proposals.

Prior to submission of its proposal, the Consultant shall ascertain that it has received all addenda issued. The Consultant shall acknowledge receipt in writing of each individual

addendum by completing the acknowledgment Proposal Form.

3. Preparation and Submission of Proposals

Technical Proposals and Consultant Qualifications must be submitted in separately sealed envelopes or boxes by the deadline indicated in this solicitation. The outside of the sealed envelopes or boxes shall be marked "SEALED PROPOSAL-METS BUS WASH identified by the name of the Consultant; project name; RFQ number; and the Consultant's return address. One envelope will be labeled "Consultant Qualifications and the other envelope shall be labeled "Technical Proposal." The METS assumes no responsibility for proposals not properly marked.

Eight (8) copies of each proposal shall be submitted (one marked "original" and five copies), and one (1) electronic copy.

Failure to comply with these requirements may be considered grounds for declaring the submittal non-responsive.

The Consultant shall provide the information requested in the proposal documents. All proposals must be in legible/readable format in computer form, typewritten or executed in ink. All documents requiring execution by an officer or employee having authority to bind the company or firm must be executed in ink. Signatures shall be required as follows:

- a. Proposals by a corporation must be manually executed in the corporate name by the President or Vice President (or other corporate officer, accompanied by written evidence of binding signatory authority). The corporate seal must be affixed and attested by the Corporate Secretary or Assistant Corporate Secretary.
- b. Proposals by a partnership must be manually executed in the partnership name and signed by a partner whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- c. Attorneys-in-Fact who sign bonds or other surety instruments must attach with each bond or surety instrument a certified and effectively dated copy of their power of attorney.

Please respond concisely to each of the requirements or questions as set forth in the proposal documents. Each requirement or question shall be responded to separately, with the requirement or question preceding each response. Proposals shall be on 8.5" x 11" format on Consultant letterhead included in a loose-leaf binder with section dividers as required further herein. All proposals must include the provided forms.

Proposals submitted by facsimile transmission shall not be accepted.

The proper delivery of the proposal to the METS is solely and strictly the Consultant's responsibility. The METS cautions Consultants to assure actual delivery of proposals either hand-delivered or mailed via U.S. mail or overnight courier, directly to:

Darlene Kirkwood, Secretary-Board of Public Works,
Room 321, Civic Center Complex
1 NW M. L. King Jr. Blvd
Evansville, IN 47708

dkirkwood@evansville.in.gov

prior to the deadline set for opening proposals. The METS shall not be responsible for delays, caused by the United States Postal Service, other delivery companies or services, or any other occurrence. Proposals submitted by certified or registered mail, not received by METS at the time of the Proposal Opening will not be honored.

The proposal delivery time will be scrupulously observed. Under no circumstances will proposals delivered after the specified delivery time be considered. Late proposals will be returned to the Consultant unopened with the notation: "This proposal was received after the delivery time designated for the receipt of proposals."

4. Withdrawal of Proposal

Consultants may withdraw their submitted proposal by notifying the METS via e-mail or written communication at any time prior to the proposal submittal deadline. The written request must be signed in a manner identical with the proposal being withdrawn and be worded so as not to reveal the amount of the Cost Proposal.

If within twenty-four hours after Proposals are opened a Consultant files a signed written notice with the METS and promptly thereafter demonstrates to the reasonable satisfaction of the METS that there was a material and substantial mistake in the preparation of its proposal the Consultant may withdraw its Proposal. The Consultant's Proposal will then be returned within thirty (30) days thereafter.

5. Modifications of Proposals

Consultants may not modify their proposals after the date(s) and time(s) designated for the receipt of proposals.

Consultants may modify a proposal already submitted by delivering an e-mail or written communication to the place where proposals are to be submitted at any time prior to the proposal submittal deadline. The written request for modification must be duly executed and signed in a manner identical with the proposal being modified. It shall state the addition, subtraction or other modification to the Proposal, no modifications will be permitted after the date and time designated for the receipt of Proposals.

6. Unauthorized Deviations and Alternative Proposals

Consultants are hereby advised that the METS will only consider proposals that fulfill the obligations and requirements imposed upon them by this RFQ. Unauthorized conditions, exceptions, limitations or provisions attached to a Cost Proposal may cause its rejection as being non-responsive. The completed forms provided herein shall be without interlineations, alterations or erasures in the printed text. Alternative proposals will not be considered unless requested. Oral or telephonic proposals or such modifications to proposals submitted will not be considered.

Nothing contained herein shall place a duty upon the METS to reject proposals or award a contract based upon anything other than its sole discretion as described herein.

7. Acceptance/Rejection of Proposals

The METS through its Board of Public Works may reject proposals for any and/or all of the following reasons:

- a. For budgetary reasons
- b. If the vendor misstates or conceals a material fact in its proposal
- c. If the proposal does not strictly conform to the law or is non-responsive to the proposal requirements
- d. If the proposal is conditional
- e. If a change of circumstances occurs making the purpose of the proposal unnecessary to the METS
- f. The proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity
- g. The Consultant, in the sole judgment of METS, lacks the qualifications, experience, and/or responsibility necessary to provide the services
- h. The Consultant failed or neglected to complete and submit any information within the time specified by METS, and as may be otherwise required herein

The METS further reserves the right to reject the proposal of any Consultant that previously failed in the proper performance of an award, or to deliver on time a contract of a similar nature, or who has been suspended or debarred from doing business with the METS, or who is not in a position to perform properly under this award. The METS reserves the right to inspect all facilities of Consultants in order to make a determination as to the foregoing.

Reasonable efforts will be made to either award the Contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. A vendor may not withdraw its proposal unilaterally nor change the proposal before the expiration of one-hundred twenty (120) calendar days from the date of proposal opening. A vendor may withdraw its proposal after the expiration of one-hundred twenty (120) calendar days from the date of proposal opening by delivering written notice of withdrawal to the METS Clerk prior to award of the Contract by the Board of Public Works.

More than one proposal from an individual, firm, partnership, joint venture, corporation, or association under the same or different names will not be considered. If the METS believes that any Consultant is included in more than one proposal, all proposals in which such Consultant has an interest will be rejected. If the METS believes that collusion exists amongst the Consultants, all such collusive proposals will be rejected.

The METS reserves the right to award to that Consultant which, in the opinion of the METS, will be in the best interest of and/or the most advantageous to the METS. Minor irregularities, informalities and technicalities in a proposal may be waived by the METS.

A minor irregularity or informality is a variation from the solicitation that does not affect the Cost Proposal or does not give a Consultant an advantage or benefit not enjoyed by other Consultants and does not adversely impact the interests of the METS.

8. Agency Rights

In its sole discretion, METS reserves the right to:

Reject any and/or all Proposals for no reason or any reason including but not limited to

the following:

- a. The proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
- b. The Consultant, in the sole judgment of METS, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
- c. The Consultant failed or neglected to complete and submit any information within the time specified by METS, and as may be otherwise required herein.

9. Development Costs

Neither the METS nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission, or presentation of a proposal to this solicitation. All information in the proposal shall be provided at no cost to the METS.

10. Disclosure

Upon receipt, sealed qualifications or proposals are exempt from public disclosure until such time as the METS provides notice of a decision or intended decision, whichever is earlier, unless provided by law. Thereafter, all proposals become "public records" and shall be subject to public disclosure as described by Indiana Law. Consultants claiming exemptions to disclosure provided by law must provide at the time of the proposal submittal the specific statutory authority for the claimed exemption, identifying the specific data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Unless exemption is established, proposals will thereafter be made available for public inspection at the Office of the METS.

Consultants shall disclose all material facts with its proposal submission pertaining to any felony conviction or any pending felony charges in the last three years anywhere in the United States against:

- a. Consultant;
- b. Any business entity related to or affiliated with Consultant; or,
- c. Any present or former executive employee, officer, director, stockholder, partner of METS of Consultant or of any such related or affiliated entity.

This disclosure shall not apply to any person or entity that is a stockholder owning less than 20% of the outstanding shares of a Consultant whose stock is publicly owned and traded.

Consultant shall also disclose any civil conviction or pending civil litigation involving contract performance during the last three years anywhere in the United States against the Consultant or any business controlled by or affiliated with Consultant.

The METS may reject, at its sole discretion, any Consultant it finds to lack honesty, integrity or moral responsibility, or whose present or former executive employees, officers, directors, stockholders, or partners are found to lack honesty, integrity or moral responsibility. The METS's finding may be based on the disclosure required herein, the METS's own investigation, public records, or any other reliable source of information. The METS may also reject any Consultant failing to make the disclosure required herein. By submitting a proposal, Consultant recognizes and accepts that the METS may reject any proposal at its sole discretion. The Consultant waives any claim it might have for damages or other relief arising from the rejection of its proposal or resulting directly or indirectly from the rejection of its proposal based on these

grounds, or from the disclosure of any pertinent information relating to the reasons for rejection of its proposal.

11. Protest Procedures

This sets forth the procedure to be utilized by METS in considering the protest or objection of the Request for Proposal

- A. All protests are to be addressed (certified mail) to:
 - City/County Purchasing, Purchasing Supervisor
 - City of Evansville, Indiana Room 323
 - Civic Center Complex
 - Evansville, Indiana 47708

- B. With a copy to be sent to the Director of METS addressed to:
 - Director, METS
 - 601 John Street
 - Evansville, IN 47713

- C. Your protest information shall be made in writing and include;
 - 1. Phase of your concern as stated above
 - 2. Name, address, phone number and e-mail of protestor. Name of contact is also to be included in both printed and written form.
 - 3. Nature of vendor concern - include solicitation or contract number, nature of protest and your grounds for protest.

All protest must be submitted within five (5) working days after determination concern could not be reconciled with METS. Protestor will be notified within fourteen (14) working days after receipt of written protest by the Purchasing Supervisor to discuss the protest. An investigation, as may be appropriate, shall follow the filing of a complaint. The investigation shall be informal but thorough and afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.

After the investigation is completed, the Purchasing Supervisor will, within (fifteen) 15 working days, respond to the protestor in writing, as follows:

- a. Indicate the complaint has been resolved as requested, or
- b. Indicate the complaint has been resolved in another manner, and outline the action taken, or
- c. Indicate that the investigation revealed that the protest does not appear to be valid for reasons identified.

If protest cannot be settled by the Purchasing Supervisor, the protest will be forwarded to the office of:

- Board of Public Works
- City of Evansville, Indiana Room 321
- Civic Center Complex
- Evansville, Indiana 47708

by the Purchasing Supervisor.

Protestor will be notified within ten (10) working days after receipt of protest by the Board of Public Works of date to appear before the Board of Public Works to discuss the protest.

The Board of Public Works shall respond in detail to each substantive issue raised in the protest at their meeting or will table discussion for another meeting to gather more information.

The Board of Public Works for the City of Evansville will have the authority to make the final determination.

After the determination has been completed and the protestor has received the response from the Board of Public Works (within five (5) working days) or at any time in the investigation, the complainant may provide further information in writing or in person that might influence the investigation, if data becomes available that was not previously known, or there has been an error of law or regulation.

If upon conclusion of the Board of Public Works determination, the protestor shall have the right to protest their decision by contacting the Federal Transit Authority at their regional or Headquarters Office within five (5) working days of the date the protestor learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA.

The FTA will only entertain a protest that alleges the grantee failed to follow their protest procedures and that such a protest must be filed in accordance with § 7.1. of [FTA Circular 4220.1F](#) which states:

All protest decisions must be in writing. A protestor must exhaust all administrative remedies with the grantee before pursuing a protest with FTA.

Reviews of protests by FTA will be limited to: (1) a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or (2) violations of Federal law or regulation.

The decision to open a proposal or to award a contract prior to resolution of a protest rests with the Board of Public Works.

A copy of these procedures may be acquired by any interested party by submitting in writing your request addressed to:

Director, METS
601 John Street
Evansville, IN 47713

VII. Award and Execution of Contract

Consultants acknowledge that this solicitation or the proposal does not constitute a contract with the METS. No contract is binding or official until the METS and its funding agents approve a contract. The METS intends to enter into contract agreements with one Consultant, based on the selected proposal and the agreements attached to the RFQ.

Where applicable, discrepancies shall be resolved as follows:

1. Where proposals have erasures or corrections, each erasure or correction must be in ink and initialed in ink by the Consultant.

The METS may conduct such investigations as it deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the Consultants, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents.

The Consultant to whom the award is made shall, within fifteen (15) calendar days, not including Sundays, and legal holidays, after receiving notice of award, provide evidence of any required insurance, performance bonds, payment bonds and guarantee, and schedule of Subconsultants (if applicable) and if determined applicable by the METS negotiate any remaining items for consideration in the contract documents. Failure to execute the contract and/or to provide evidence of any required insurance or bonding coverage shall be just cause for annulment of the award. Award may then be made to the next highest ranked Consultant, or the Work may be re-advertised, at the METS's discretion.

If within fifteen (15) calendar days, not including Sundays and legal holidays, after issuance of Notice of Contract Award, the successful Consultant refuses or otherwise neglects to execute the required written contract and fails to furnish the required Performance Bond and Payment Bond, the amount of the Consultant's Proposal Security shall be forfeited and the same shall be retained by the METS.

No plea of mistake in the proposal or misunderstanding of the conditions of forfeiture shall be available to the Consultant for the recovery of its proposal security or as a defense to any action.

The ability of a Consultant to obtain a Performance Bond and a Payment Bond shall not be regarded as the sole test of such Consultant's competency or responsibility.

1. Tax Exempt Status

The METS is a political subdivision of the City of Evansville, Indiana. The METS is the governing authority and, as such, is exempt from paying sales and use taxes imposed by the state, and federal and state taxes for tangible personal property. Consultants must note that they will be responsible for the payment of all taxes and that the costs thereof are included in the prices stated in the Cost Proposal.

2. Laws, Codes, and Regulations

Consultants are notified that all applicable federal and state laws, municipal and County ordinances, and the rules, regulations, resolutions, policies, and procedures of the METS, and any other authority having jurisdiction over any part of the project shall apply to the solicitation and the contract throughout, and are deemed to be included in this solicitation/contract the same as though herein written.

If any discrepancy or inconsistency shall be discovered between the Request for Proposal and any law, code, ordinance, regulation, order of decree, Consultant shall immediately report the same in writing to the METS who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the Consultant was unaware of or failed to investigate the rules, codes, regulations, statutes, and ordinances of all applicable governmental agencies having jurisdiction over the Project or the work.

Whenever references are made to standards or codes in accordance with which work is to be

performed or tested, the edition or revision of the standards or codes current on the effective date of this solicitation shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes. In case of conflict among or between any referenced standards and codes the METS will determine which shall govern. Consultant acknowledges that compliance with code requirements represents minimum standards for construction and is not evidence that the work has been completed-in accordance with the Contract Documents.

The Consultant must strictly comply with federal, state, and local building and safety codes, Americans with Disabilities Act, and Indiana Accessibility Code. All Indiana Accessibility Code requirements are not expressed in the text of specific design criteria. The Consultant is responsible for design of spaces and appurtenances per the Indiana Accessibility Code.

Consultant certifies that all material, equipment, processes, etc., contained in its proposal meet all OSHA, ANSI, NFPA and all other federal and state requirements. Equipment must meet state and federal safety regulations for grounding of electrical equipment and for lock- out/tag-out procedures. Consultant further certifies that if it is the successful Consultant and the materials, equipment, etc., delivered are subsequently found to be deficient in any of the aforementioned requirements in effect on the date of delivery, all costs necessary to bring the materials, equipment, processes, etc., into compliance shall be borne by the Consultant.

3. Conflict of Interest

All Consultants must disclose with their Technical Proposal the name of any officer, director, or agent who is also an employee of the METS. Further, all Consultants must disclose the name of any METS employee who owns, directly or indirectly, an interest in the Consultant's firm or any of its branches.

4. Certifications, Licensing, and Permit Requirements

To be considered for contract award, Consultants and their Subconsultants shall be licensed, certified and registered by all applicable federal, state, regional, county or municipal agencies having jurisdiction over the specified work. Consultants shall supply license numbers, with expiration dates, as part of their proposal. Failure to hold and provide proof of proper licensing, certification, and registration may be considered grounds for rejection of the proposal. The Consultant must include a copy of all applicable Certificates of Competency issued by the state of Indiana, Vanderburgh County and City of Evansville.

The Consultant shall secure all permits required to complete the work at no additional cost to the METS. Failure to secure permits prior to commencement of work will be considered a default under the Contract. Non-residents regulated by the Indiana Department of Professional Regulation may submit a copy of their Indiana Department of Professional Regulation License and a current Occupational License issued by the County or City where their business is located.

Subconsultants shall be licensed in their respective fields to obtain permits. Said license must be in the name of the Subconsultant.

5. Performance Bond and Payment Bond

A Performance Bond and a Payment Bond issued in a sum equal to one hundred percent (100%) of the total awarded contract amount will be required from the successful Consultant for

purposes of protecting the METS from lawsuits for:

- a. Non-payment of debts as might be incurred during the Consultant's performance under the contract; and,
- b. Ensuring the faithful performance of the obligations imposed by the contract.

The Performance Bond and a Payment Bond forms are included in the Contract Documents and these forms must be properly executed by the Surety and the successful Consultant within fifteen (15) calendar days, not including Sundays and legal holidays, after receipt of notification from the METS of its award of the contract.

6. Qualifications of Surety Companies

In order to be acceptable to the METS, the surety company issuing the Performance Bond and Payment Bond shall meet and comply with the following minimum standards:

- a. Surety must be authorized to do business in Indiana and shall comply with the provisions of Indiana Statutes.
- b. During all construction, guarantee and warranty periods the Surety must be listed on the U.S. Department of Treasury Fiscal Service, Bureau of Government Financial Operations, Federal Register, Part V, latest revision, entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."
- c. All bonds shall be originals and issued or countersigned by a local producing agent who is a resident of the state of Indiana with satisfactory evidence of the authority of the person or persons executing such bond shall be submitted with the bond. Attorneys-in-Fact who sign bonds or other surety instruments must attach with each bond or surety instrument a certified and effectively dated copy of their power of attorney. Agents of surety companies must list their name, address and telephone number on all bonds.
- d. The life of the bonds shall extend twelve (12) months beyond the date of Final Completion and shall contain a waiver of alteration to the terms of the Contract, extensions of time and/or forbearance on the part of the METS.

7. Occupational Safety and Health Act (OSHA)

Consultant must comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91956), under Section 107 of the Contract Work Hours and Safety Standards Act (PL 9154), and otherwise as required by law. In instances where such is applicable due to the nature of the proposal matter with which this proposal package is concerned, all material, equipment, etc., as proposed and offered by Consultant must meet and conform to all OSHA requirements. The Consultant's signature upon the Cost Proposal form, being by this reference considered a certification of such fact.

8. Subconsultant and Supplier Information

Consultants shall list proposed major Subconsultants and suppliers to be used, to include name, mailing address, phone number, fax number, web-site address (if available), e-mail address (if available), type of work subcontracted, and dollar amount of work. The Consultant shall provide an experience statement with pertinent information regarding similar projects and

other evidence of qualification for each Subconsultant, supplier, person or organization. If after due investigation the METS has reasonable objection to any proposed Subconsultant, supplier, person or organization, the METS may, before Notice of Award, request the successful Consultant to submit an acceptable substitute. The METS reserves the right to make a determination as to the foregoing.

If the apparent successful Consultant declines to make any such substitution, the METS may award the Contract to the next highest ranking Consultant that proposes to use Subconsultants, suppliers and other persons and organizations acceptable to the METS. Failure to make requested substitutions does not constitute grounds for forfeiting the Proposal Security of any Consultant. Any Subconsultant, supplier, other person or organization listed and to whom the METS does not make a written objection prior to issuing the Notice of Award will be deemed acceptable to the METS, subject to revocation. No acceptance by the METS of any such Subconsultant, supplier or other person or organization shall constitute a waiver of any right of the METS to reject defective Work, materials or equipment not conforming to the Contract Documents.

Consultant shall not change any Subconsultants without just cause and approval by the METS. No Consultant shall be required to employ any Subconsultant supplier, other person or organization against whom the Consultant has a reasonable objection.

9. Contract Time

Within the Consultant’s proposal they are include a time schedule for completion.

The proposed schedule for this project is as follows:

Mock schedule for Bus Wash Project	
Date	Description
8/15/2018	Pre-Submittal Conference
8/30/2018	Open RFQ's at Board of Public Works
8/30 - 9/13/2018	Scoring Period & Architectural selection
9/13/2018	Board of Public Works approval of Architectural selection
9/14/2018	Negotiation period with Consultant
9/27/2018	BPW approval of actual contract between METS & Consultant
9/28 - 11/8/2018	6 week period for specifications writing
11/8/2018	Board of Public Works approve specs & advertisement
11/9/2018	1st (RFB) Advertisement
11/16/2018	2nd (RFB) Advertisement
11/22/2018	No Board Meeting (Thanksgiving)
11/29/2018	Open Bids at Board of Public Works
11/29-12/12/18	Architect Bids Review
12/13/2018	Board of Public Works approval of bid and award contract

Time is of the essence for the Contract. The successful Consultant shall commence the work to be performed under the Contract Documents on the date set by the METS in the written Notice to Proceed, and shall continue the work with due diligence and shall agree to complete the entire work as identified in the Technical Proposal and the Design Criteria Package.

10. Liquidated Damages

Liquidated damages, in the amount and in accordance with the terms stated in the Agreement, shall be paid by the Consultant for each day from the time specified for the completion of the Contract until final acceptance of the Work in accordance with the Agreement. This is estimated as fixed damages to the METS for failure to complete the Work in the time specified. This charge shall be made, unless the METS shall grant an extension of time for the completion of the Work.

11. Insurance

The successful Consultant shall, at its sole expense, provide and maintain in full force and effect throughout the term of the Contract, all insurance coverage as set forth in the Supplement C - Insurance Requirements and with insurers and under forms of policies acceptable to the METS. Evidence of appropriate insurance coverage shall be provided as an attachment to the Cost Proposal. Consultants may fulfill this requirement by having their insurance agent either:

- a. Complete and sign an insurance certificate which meets all of the requirements as provided in this RFQ; or,
- b. Issue a letter on the insurance agency's stationery stating the Consultant qualifies for the required insurance coverage levels and that an insurance certificate will be submitted before final execution or issuance of the contract.

All insurers must be qualified to lawfully conduct business in the state of Florida. Failure of the METS to notify the Consultant that the certificate of insurance provided does not meet the contract requirements shall not constitute a waiver of the Consultant's responsibility to meet the stated requirements. In addition, receipt and acceptance of the certificate of insurance shall not constitute approval of the amounts or types of coverage listed on the certificate. The successful Consultant shall provide evidence certifying that all insurance is in full force and effect; and such evidence shall include provisions that the insurance shall not be canceled, expire or be materially changed without giving the METS at least thirty (30) days advance notice by registered mail.

Misrepresentation of any material fact, whether intentional or not, regarding the Consultant's insurance coverage, policies or capabilities, may be grounds for rejection of the proposal and rescinding of any ensuing contract.

12. Non-discrimination Clause

It is the express policy of the METS that the METS shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, gender, age, marital status, sexual orientation or disability.

13. Limitation of Liability

Any legal action to recover monetary damages in tort for injury or loss of property, personal

injury, or death caused by the alleged negligent or wrongful act or omission of any employee of the METS acting within the scope of his/her office or employment is subject to the limitations specified in Indiana Law.

No officer, employee or agent of the METS acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

The METS shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

14. Contract with Third-Parties

The Consultant shall not enter into any contractual agreement with a third party for performance of any conditions under this RFQ without the express written approval of the METS.

15. Assignment

The Consultant's proposal, if accepted, resultant contract, and any permits required for performance of the Contract shall not be assigned, conveyed, or otherwise disposed of without permission of the Board of Public Works.

16. Minority, Women Business Enterprises or Disadvantaged Business Enterprises

Consultants are hereby informed that the METS encourages the utilization and participation of Minority, Women Business Enterprises or Disadvantaged Business Enterprises. Consultants are encouraged to seek Minority, Women Business Enterprises or Disadvantaged Business Enterprises for participation in subcontracting opportunities.

It is the policy METS to ensure that Proposers/Consultants shall not discriminate based on race, color, religious creed, national origin, ancestry, sex or physical disability in the performance of METS Contracts.

17. Local Vendor Preference

This section does not apply on this project.

18. Proposal Checklist

- a. Technical Proposals and Consultant Qualifications in separately _____
sealed envelopes or boxes properly marked
- b. References _____
- c. Items in Supplement D - FTA Construction Clauses _____
- d. E-Verify Documentation _____
- e. Subconsultant and Supplier Information (if applicable) _____
- f. Signed acknowledgement and agreement by Consultant _____
they will conform to all Clauses according to FTA C 4220.1F
and according to 49CFR _____

- g. Conflict of Interest Form
- h. EEO Statement

VIII. Evaluation Criteria

The METS will convene an Evaluation Panel to conduct a review and ranking of Technical Proposals and Qualifications submitted by the Proposals. The Evaluation Panel will consist of designated METS staff, a purchasing department employee and an employee from the City Engineer’s Office. The Evaluation Panel may be assisted by the following non- panel individuals:

- a. Reference Verifier - contacts and verifies references listed in the Statement of Qualifications and reports to the Evaluation Panel on findings on fact.
- b. Financial and Surety Advisor(s) - reports to the Evaluation Panel on the sufficiency and quality of financial information and creditworthiness, as well as bonding and insurance documentation submitted with a Technical Proposal or Cost Proposal.
- c. Contact Person - serves as an information conduit between METS staff, the Consultants and the Evaluation Panel.
- d. Legal Consultant - advises the Evaluation Panel on questions of law that may arise and ensures that the Panel, its members, and the actions and decisions of the panel do not violate existing law or METS rules, regulations, policies and procedures.

Evaluation of the Technical Proposal which includes qualifications and experience, from each Consultant shall be based on evaluation criteria and procedures established within this document. The Evaluation Panel shall evaluate and score the two parts of the proposal (Technical and Qualifications) from each Consultant and establish the final ranking of submittals received.

1. Technical Presentation and Consultant Qualifications Proposal Presentation

The two parts of the Proposal and required attachments shall be submitted to the METS on or before the due date stated in the RFQ solicitation. The Consultant must identify any portions of the submittal that are proprietary. The contact person will review the submittals and make provisions for withholding proprietary documents from public record.

Each member of the Evaluation Panel will receive a packet containing the Technical Proposal of each Consultant. The Evaluation Panel will review and score the Technical Proposals according to the scoring criteria which follows. The Consultant shall ensure that the required elements of the similar project descriptions and personnel experience are adequately explained in the text with emphasis on how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.

2. Evaluation Panel Process

Meetings of the Evaluation Panel shall be as follows:

- Initial Orientation Meeting: Panel members will receive a copy of each Technical Proposal. The panel will select a Chairman. After the initial meeting, each Panel member will independently review the Technical Proposals for scoring in accordance with the established evaluation criteria. Questions or comments a Panel member has relative to any Proposal shall be directed to the Contact Person.

- Ranking Meetings: After the Panel members have completed their individual evaluations, the Panel will reconvene to score and conduct a ranking of the Technical Proposals. The Chairman will total and average the scores of each Panel member and calculate the score for each Consultant. This will establish a numeric ranking for each Consultant based on the Technical Proposal and attachments. Additional meetings of the Panel may be convened if deemed necessary.

3. **Basis of Scoring**

A ranking of Consultants submitting, with higher point totals being desirable, shall be based on weighted scoring criteria for the Proposals as follows:

Technical Proposal Points

(Maximum 100%)

Letter of Transmittal

no points

Qualifications/Experience (Maximum 140 Points)

<u>Evaluation Criteria</u>	<u>Definition</u>	<u>Weight</u>	<u>Score</u>
A.	Technical Expertise		1-10
	1. Consultant's experience in providing proposed services, including demonstrating relevant design and LEED experience		
	2. Understanding of Work as proposed in the RFQ and requirements		
	3. Approach to designing and permitting the Project	25%	
	4. Approach to writing specs for constructing the Project		
B.	Project Schedule		1-10
	1. Project Schedule and proposed Milestones	25%	
C.	Past Performance		1-10
	1. Number of similar projects conducted in the past	25%	
	2. <u>Past Performance (Reference Verification)</u>		
	a. Responsiveness to problems		
	b. Projects completed on time and within budget		
	c. Quality of project at completion		
	d. Overall satisfaction		
D.	Staffing		1-10
	1. Sufficient Resources to conduct the proposal		
	2. Qualifications of study team members	25%	
	3. Roles and Responsibilities with respect to other projects of this nature		
	4. Resources, capable to perform, and Mobilization Plan		

4. Interview of Consultant

After the scoring process has been completed the Consultant with the highest score will be interviewed by the METS to gain additional information and determine a cost for the work to be completed.

If a cost cannot be reached, METS will continue the process until an agreement can be reached. If no agreement can be met, the RFQ process will begin again.

- a. At the time an agreement can be met a Bid Bond of 5% of total contract to be paid will be requested.

IX. Project Management Services

The Consultant will prepare a Project Management Plan (PMP), which will define the project team, project schedule, list of major deliverables, and lines of communication. A draft copy of the PMP will be submitted to the METS's Project Manager for review and comment not more than 15 days after Notice to Proceed. The Consultant will participate in a kick-off meeting with the METS not more than 25 days after Notice to Proceed, to review the draft PMP and confirm project objectives. Following the meeting, the PMP will be revised, as appropriate based on METS comments, and copies of PMP will be mailed to the METS's Project Manager and project team members.

A project schedule will be developed as part of the PMP.

Subtasks, duration for each subtask, milestones, and the inter-relationship of subtasks will be identified in the schedule. Overall project design, permitting and construction progress will be monitored against this schedule. Progress will be reviewed and recovery action will be recommended by the Consultant at monthly status review meetings. The Consultant will perform design reviews, construction inspections and quality control reviews, and prepare monthly updates to the schedule.

The Consultant and METS will conduct monthly status review meetings to discuss project status and matters concerning project accomplishments and scheduling. The Consultant will prepare and submit to the METS's Project Manager an agenda prior to each meeting and meeting minutes following each meeting. The meeting minutes will document activities and decisions occurring during the meeting, describe current project activities, identify activities planned during the next month, indicate issues requiring the METS's attention, and report the status of the project budget and schedule.

Consultant will prepare draft minutes and final minutes for all meetings including, but not limited to, kick-off meeting, monthly status review meetings, pre-construction conference and construction progress meetings. Draft minutes will be distributed to meeting attendees and others as deemed appropriate, for review and comment. Final wording of the minutes will be discussed and approved at the next scheduled meeting or other time agreed upon by the attendees. Consultant shall make the revision agreed upon and distribute final minutes to the attendees.

The Consultant will monitor costs versus the approved project cost to complete. Beginning with initial contract award, the cumulative amount of committed funds will be carefully

monitored by Consultant. Data will be continuously compared to the approved budget and updated by means of the following reports:

- *Cost/Budget Report*: A contract cost report, summarizing the current financial status of the project, will be developed by Consultant and issued monthly to the METS. The report includes the approved cost and notes all variances from that cost due to changes initiated by the Consultant.
- *Budget & Contract Status Report (BCS)*: The BCS report is a combined cost and accounting report providing cost and billing information by major work division. The original cost is updated to reflect any scope development changes. Work in place, off-site materials storage, reserves withheld, previous billing and current payments per trade division are represented in the summary analysis. This report is issued monthly with the Consultant's application for payment and represents a one-page summary of the total cost and payment position on the project.

1. Permitting Services

Under this Task, the Consultant will identify, prepare, and obtain all federal, state, local and water management district permit applications or permit modifications required for the construction of the METS Bus Wash. Activities including contacting regulatory authorities, preparing permit applications, preparing written responses to review comments from regulatory authorities, and attendance at meetings to resolve outstanding issues.

The Consultant shall prepare and provide the METS with signed and sealed copies of all permit applications or permit modifications and attachments that are submitted to regulatory agencies for the Project. Consultant will pay all permit application fees. The Consultant shall address and resolve all comments and questions and provide additional information to the regulatory agencies as needed. The Consultant has sole responsibility for obtaining all permits for the project. METS will coordinate publications of the Notice of Intent from the permitting agencies, when required. The METS will be named as Permittee on all permits.

2. Design Services

The Consultant will conduct a project initiation conference with the METS, and the Consultant's design engineer to discuss and confirm the project approach specifics.

Consultant will provide engineering services to the METS to finalize current design concepts, equipment specification, and facility layout. The Consultant will prepare Drawings and Specifications for the construction of the PTF. Design concepts presented in the RFQ will be modified as necessary to comply with regulatory permit conditions and as necessary to obtain METS acceptance prior to incorporation into the final Construction Documents. Plan, cross section, and detail drawings and technical specifications will be prepared for the components identified. The Drawings and Specifications will address architectural, structural, civil, geotechnical, mechanical, electrical, and instrumentation and control requirements for construction of the listed components. The Consultant will prepare and submit copies of the draft PTF drawings and technical specifications for METS review and comment at the 60% and 90% completion level.

Consultant will provide a value engineering/constructability review during the 60% design phase of the project. The purpose of this review is to evaluate existing drawings and

preliminary construction specifications, to determine whether proposed project details will create construction problems in the field and to determine whether the owner's functional objectives can be met more cost effectively through a different design approach. A value engineering/ constructability review, investigating the details of the various infrastructure/building systems can help prevent major delays and expenses due to faulty construction sequencing, incomplete purchasing procedures, and design problems. A formal report will be prepared and submitted to the METS. Specifically, the review includes:

- The identification of the best functional balance between cost, reliability, and performance of the project, while meeting the objectives of the owner;
- The evaluation of specific infrastructure/building details for practicality and efficiency of design;
- The technical review of details and infrastructure/building systems to clarify the sequence of construction and the impact of design tolerances.

Cost saving derived through the value engineering/constructability review process shall be shared equally between the Consultant and the METS.

The Consultant will prepare an Operating/Maintenance and Contingency Plan to describe the operation of the PTF. This document will be used for both permitting purposes as well as of sufficient detail to describe operational and maintenance items associated with the PTF. At the beginning of plan development, the Consultant will meet with the METS to discuss the potential operation and maintenance methods and receive input. The Operation/Maintenance and Contingency Plan will include the following components:

- Introduction
- Definitions
- Hours of Operation
- Staffing
- Facility and Equipment Maintenance Plans (including manufacturers' suggested maintenance information and spare parts)
- Material Storage
- Transportation
- Fire and Safety
- Management and Employee Relations
- Access
- Communications
- Records & Reports

The Consultant will develop a Facility Acceptance Testing Plan that addresses both functional and performance testing. Functional testing will be performed (following manufacturers certification) on individual pieces of equipment to demonstrate all operational features and controls meet the requirements specified, usually for a short period of time. Performance Testing will be performed on the entire system to document the facility meets the overall performance requirements. This test protocol will identify material handling and measurement methodologies, record keeping and safety programs. This test will be conducted over a longer period of time (minimum 1 week). Fundamental Commissioning of the building's energy systems shall also be performed according to the requirements of the LEED Reference Guide; results from functional and performance testing may be applied to the Commissioning

documentation as applicable.

The Consultant will prepare and submit copies of the draft PTF drawings and technical specifications, Acceptance Testing Program, and Operations/Maintenance and Contingency Plan for METS review and comment at the 60% and 90% completion level. Consultant will attend meetings with the METS to receive comments on the draft documents. Following receipt of comments, the Consultant will revise the drawings and specifications as appropriate.

The METS's review and acceptance of drawings and specifications and related interim design submissions is for the purpose of mutually establishing Construction Documents compatible with the requirements of the Project. Neither METS's review nor acceptance of any drawings and specifications and related interim design submissions related to the Construction Documents shall be deemed to transfer any design liability from Consultant to the METS.

3. Construction Services

The Consultant will provide engineering and construction services during construction activities.

- ***Pre-Construction Conference:*** At least 10 days prior to starting construction, the Consultant will schedule, attend and conduct a pre-construction conference with the METS. The conference will be attended by Consultant's Project Manager, lead Design Professional, Construction Manager, and others as appropriate and will be held to discuss such topics as may include, but not be limited to: schedules; procedures for handling operation & maintenance manuals and other submittals, and for processing Applications for Payment; maintenance of traffic; initiation of coordination with affected utilities; LEED process and documentation requirements; and to establish a working understanding among the parties as to the Project. The Consultant will provide the METS with a completed copy of the Consultant/Subconsultant/Supplier Information at or prior to the Pre-Construction Conference.
- ***Prepare a Revised Project Management Plan:*** The Consultant will revise the PMP to include construction Subconsultants, schedule, and address construction health and safety procedures and requirements.
- ***Operation & Maintenance (O&M) Manual Review:*** O&M Manual shall be required for all equipment installed by the Consultant prior to startup. The Consultant shall be responsible for the review and approval of all O&M manuals submitted by the Builder and/or construction Subconsultant/s and/or suppliers. The Consultant shall notify the METS upon receipt of O&M manuals to afford the METS the opportunity to perform a concurrent review. Concurrent review by the METS shall be solely at the METS's discretion and shall be completed with 10 days of the receipt of notice from the Consultant. METS comments will be provided to the Consultant for incorporation into the Consultant's response.

Any review by the METS shall be only for general conformance with the intent of the equipment for the Project and for compliance with the information given in the Agreement. The acceptance of a separate item as such will not indicate approval of the assembly in which the item functions. The METS's acceptance of O&M manuals shall not relieve the Consultant from its responsibility for any deviations from the requirements of the Construction Documents, unless the Consultant has in writing called the METS's attention to such deviation, and the METS has given written acceptance to the specific deviation; nor shall any acceptance by the METS relieve the Consultant from responsibility for errors or omissions in the O&MManuals.

- ***Construction Waste Management Plan:*** The Consultant will provide a plan for waste management during construction in order to reduce the amount of waste material sent to landfill. The plan shall include, at a minimum, the waste diversion goals (75% minimum,) types of materials to be diverted, method of diversion (recycling, re-use, donation, etc.), implementation protocols, documentation procedures, and responsible parties. Refer to LEED Reference Guide.
- ***Indoor Air Quality Management (During Construction) Plan:*** The Consultant will provide an indoor air quality management for implementation during construction in order to reduce contaminants which may inhibit the well-being of construction workers and building occupants. The plan shall meet the requirements outlined in the LEED Reference Guide, for Indoor Environmental Quality Credit 3.1, Construction Indoor Air Quality Management Plan – During Construction.
- ***Indoor Air Quality Management (Before Occupancy) Plan:*** The Consultant will provide an indoor air quality management for implementation immediately prior to occupancy in order to reduce contaminants which may inhibit the well-being of building occupants. The plan shall meet the requirements outlined in the LEED Reference Guide, for Indoor Environmental Quality Credit 3.2, Construction Indoor Air Quality Management Plan – Before Occupancy.
- ***Field Technical Assistance and Issue Clarifications:*** The Consultant will provide general technical information and additional data or drawings to resolve unforeseen conditions encountered during construction, provide clarifications and interpretations of the Construction Documents, and respond to Subconsultants requests for information.
- ***Construction Progress Meetings:*** The Consultant will conduct periodic (monthly, at minimum) construction progress meetings with the Consultant, Construction Consultant and/or construction Subconsultants and/or suppliers and METS representatives, to review Construction Consultant’s work progress and scheduled activities, coordination between different Consultants on-site, coordination with Department of Transportation Staff, sustainability/LEED requirements, and to discuss and resolve construction related issues.
- ***Substantial and Final Inspections:*** The Consultant, in conjunction with the METS, will conduct a substantial completion inspection to determine if the Project is substantially complete. The Consultant, in conjunction with the METS, will conduct a comprehensive final inspection at the end of the Project to determine if the Project is complete in accordance with the requirements of the Construction Documents.
- ***Facility Acceptance Testing:*** The Consultant will conduct and document both functional and performance testing of the equipment and facility.
- ***Fundamental Commissioning:*** The Consultant will engage a qualified Commissioning Authority (CA) to lead, review and oversee the completion of commissioning activities of the project’s energy systems, in accordance with the LEED Reference Guide, Energy and Atmosphere Prerequisite 1, Fundamental Commissioning of Building Energy Systems.
- ***Measurement and Verification Plan:*** The Consultant will provide a Measurement and Verification Plan, to provide for the ongoing accountability of the facility’s energy consumption over time, in accordance with the LEED Reference Guide, Energy and Atmosphere Credit 5, Measurement and Verification.

- ***Thermal Comfort Verification Survey:*** The Consultant will assist the Owner in preparing a Survey of Thermal Comfort to be conducted within six to eighteen months after occupancy, in order to provide for the assessment of building occupants' thermal comfort over time and shall contain provisions for creating a plan of corrective actions if necessary. The Survey shall be developed and conducted in accordance with the LEED Reference Guide, Indoor Environmental Quality Credit 7.2, Thermal Comfort – Verification.
- ***Record Drawings:*** The Consultant will maintain certified as-built drawings during construction and prepare record drawings for submittal to the METS prior to Final Completion.
- ***Inspection Services during Construction:*** The Consultant will perform inspection and quality assurance/quality control services during construction to document construction and installation procedures, observe the construction Subconsultant's activities, and to verify that the construction of the Project is completed in accordance with the Construction Documents. The Consultant will provide the services of a materials testing laboratory to perform field and laboratory materials testing and to monitor quality assurance/quality control, as required by the Agreement and/or Construction Documents.
- ***Prepare Certification of Construction Completion:*** The Consultant will compile construction data, as-built drawings, and the Construction Quality Assurance Report, and prepare Certifications of Construction Completion as required by applicable permits. Consultant will respond to agency requests for additional information to obtain the Certifications of Completion.
- ***Construction Services:*** The Consultant shall provide through itself or Subconsultants the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Consultant to complete the construction of the PTF consistent with the Construction Documents. Consultant shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Construction Documents. Consultant shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- ***Construction Coordination:*** Consultant shall coordinate the activities of all Subconsultants. If METS performs other work on the Project or at the Site with separate Consultants under METS's control, Consultant agrees to cooperate and coordinate its activities with those of such separate Consultants so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- ***Scheduling:*** During the construction phase, Consultant will actively manage field construction activities for the project. The Consultant will aggressively monitor progress and performance on site to ensure that the master schedule and project specification developed during the design phase is followed. Listed below are some of the major activities to be performed during the construction phase.
 - ***Master Schedule:*** Consultant will utilize the master schedule developed during pre-construction activities as the roadmap for monitoring performance. The master schedule shall be updated monthly and modified as needed during construction to incorporate any field changes.

- *Resource Allocation Control System Chart*: When the preliminary construction budget and overall project duration is established, a Resource Allocation Control System (RACS) chart will be developed to allocate man power and work in place rate over construction time. Principal construction activities will be outlined in bar chart form and summarized on one sheet of paper showing the duration of all construction efforts, productivity on a major trade basis, projected value of work in dollars per month, cash flow requirements per month, and percentages of overall work completed per month. The RACS shall be updated monthly throughout the pre- construction and construction phases.

4. Deliverables -

- Two copies of the draft and final Project Management Plan (PMP)
- Two copies of the Value Engineering/Constructability Review Report
- Three copies of the 50% complete design documents (Plans: 3 full-sized)
- Three copies of the 75% complete design documents (Plans: 3 full-sized)
- Two copies of all permit documents
- Three copies of Operating/Maintenance and Contingency Plan
- One set of unbound Construction Documents with half-sized Drawings, and four sets of full-sized final Construction Documents at the pre-construction conference
- Two copies of all approved O&M manuals
- Two copies of all equipment guarantees and warranties
- Three copies of draft Certification of Construction Completion including the Construction Quality Assurance Report and half-sized record drawings
- Three copies of final Certification of Construction Completion including the Construction Quality Assurance Report and half-sized signed and sealed record drawings.
- Three sets of full-sized signed and sealed Record Drawings
- One copy Meeting minutes of all meetings.
- Monthly progress report including schedule and cost control information

Consultant shall provide an electronic copy of all deliverables to the METS. Acceptable formats include Word, Excel, Microsoft Project, and AutoCAD (2018 version). Other formats may be utilized as mutually agreed by the parties.

5. Civil Legend, Abbreviations, Schedules, and Notes

To be provided by Consultant - Drawings must include the following:

- Civil legend
- List of acronyms and abbreviations
- Notes providing direction regarding critical areas not adequately defined in the drawings

The drawings shall be sufficiently detailed to identify and clarify symbols, line work, and abbreviations used throughout the drawings. An Acronym and abbreviation legend shall be provided and consistent throughout the project.

INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Evansville must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, _____, a duly authorized agent of _____ (name of Company), declare under penalties of perjury that _____ (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

(Name of Company)

By: _____
(Authorized Representative of Company)

Subscribed and sworn to before me on this _____ day of _____, 20__.

My Commission Expires: _____

County of Residence: _____

Notary Public – Signature

Notary Public – Printed Name

PLEASE SEE <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> FOR INSTRUCTIONS AND ELECTRONIC REGISTRATION FOR E-VERIFY.