

**Regional Water Resource Agency
Engineering Services – Locust Force Main Replacement/Rehabilitation
Alternative Delivery Procurement and Management Assistance
REQUEST FOR QUALIFICATIONS # 2025-30**

INTRODUCTION

The Regional Water Resource Agency (RWRA), the municipal sewer utility for Owensboro-Daviess County, Kentucky, is seeking the professional services of a qualified individual or firm to serve as the Owner's Representative and assist in the procurement of an Alternative Delivery Team for the Design and Construction of the Locust Street Force Main Project.

This project will involve the construction of a new force main from RWRA's Locust St pump station to RWRA's Max Rhoads Treatment Plant (approx. 12,000 LF, min. 30" Dia.), path and method to be determined. See Appendix F for a plan view of the existing force main.

Professional Services shall include preliminary planning and design, assisting RWRA in evaluation of alternative delivery methods appropriate for the project, and assisting RWRA with document generation, construction administration services, and any other tasks related to alternative delivery and project implementation. RWRA defines Alternative Delivery to include Design Build, Construction Manager at Risk (CMAR), Progressive Design Build, etc.; this is not an all-inclusive list.

DUE DATE AND TIME

All interested consultants shall submit their qualifications to the location listed below no later than **2:00 pm local prevailing time on March 28, 2025**; at this time the name of each individual firm submitting qualifications will be announced. The RFQ will not be publicly opened at this time. Any submittals received after the due date and time will be returned unopened.

GENERAL COMPLIANCE

QUALIFICATION SUBMISSION: The signed and completed original qualification package and copies must be sealed in an envelope with the consultant's name, the qualification number (2025-30), and the Request for Qualification due date clearly marked on the outside of the envelope. **The Submittal of Statement of Qualifications shall be addressed and delivered to Regional Water Resource Agency, Attn: Tonya Smith, Purchasing and Administration Manager, East Treatment Plant, 1722 Pleasant Valley Road, Owensboro, KY 42303.**

QUALIFICATION COPIES: When submitting qualifications, include the original signed Statement of Qualification, along with three (3) hard copies and one (1) flash drive of the entire submittal. The original Statement of Qualification, all hard copies and the flash drive shall be submitted in one envelope.

QUALIFICATIONS: The firm/individual must demonstrate to the satisfaction of RWRA that it has adequate personnel, experience and understanding of the project to perform all tasks required within the scope of the project and is licensed to practice Engineering in the State of Kentucky.

No contract will be awarded to any firm/individual who, in the opinion of RWRA, is not qualified to perform satisfactorily due to a previous unfavorable performance, reputation or lack of experience, capital, organization, and/or personnel to conduct and complete the services in accordance with the terms and conditions of the contract.

DISQUALIFICATION FROM FUTURE RFQs: Any firm/individual awarded a contract that fails to fulfill all obligations of contract may be disqualified from submitting a bid or proposal on any Regional Water Resource Agency projects for a period of up to five (5) years.

CONDITIONS OF QUALIFICATIONS: All costs incurred in the preparation of a submittal responding to this RFQ will be the responsibility of the Offeror and will not be reimbursed by RWRA.

METHOD OF AWARD: This Submittal of Statement of Qualification will be evaluated based on the evaluation criteria established in this RFQ.

It is expected that written or oral discussions may be conducted with responsible offerors that are being considered by RWRA for the award. Discussions shall not disclose any information derived from qualifications submitted by competing offerors. Respondents may be asked to submit a pricing schedule and/or estimate at the time of evaluation. An award without any discussions, based on initial qualification, may be made as provided for in KRS 45A.370(3).

The RWRA reserves the right to reject any and all submittals and to waive any irregularities in said submittals, and the RWRA also reserves the right to award a contract based on the best interest and/or most advantageous to RWRA.

Requests for additional information (RFI) or clarifications of this RFQ should be directed to Tonya Smith, Purchasing and Administration Manager, Telephone (270) 687-8440 or by e-mail to bids@rwra.org. RFIs will only be considered if submitted no later than 3 business days prior to the Qualification submission due date.

COMPLIANCE WITH APPLICABLE LAWS/REGULATIONS: Successful firm/individual must comply with City of Owensboro/Daviess County ordinances relating to Occupational License Fees, Business Licenses, payroll and net profits taxes and any other ordinances which may apply to any qualification package.

COMPLIANCE WITH EQUAL OPPORTUNITY STATUTES: The Regional Water Resource Agency is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental disability, or any other characteristic protected by law. RWRA is also committed to employing only United States citizens and aliens who are authorized to work in the United States and complies with the Immigration Reform and Control Act of 1986.

Therefore, the successful Consultant must demonstrate to the satisfaction of RWRA that he also conforms to all Federal, state, and local equal opportunity statutes. Further, the consultant will reimburse RWRA for any damages incurred due to any violation of the above-mentioned statutes by the consultant while under contract.

INDEMNITY AGREEMENT: The successful consultant shall be required to sign and have notarized the attached RWRA "INDEMNITY AGREEMENT" or their submittal will not be considered (Appendix A).

BONDING: There is no bond required.

COMPLIANCE WITH KRS 45A.343 AND KRS 45A.395: Attached are statements which must be completed by offerors. **These statements are required under the listed statutes and must be completed and submitted with the proposal** (Appendix B & C).

Kentucky law prohibits conflicts of interest, gratuities, kickbacks and the use of confidential information with regard to any public contract or a solicitation or proposal, therefore. The prohibitions are set for in KRS 45A.455 which provides:

1. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:
 - a. He, or any member of his immediate family has a financial interest therein; or
 - b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
 - c. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendations, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made

by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation, therefore.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of another person (Enact. Acts 1978, ch.100, S 92, effective January 1, 1980; ch.250, S16, effective April 9, 1980)

For further information on the conflict-of-interest statutes, see the “Recovery of value of anything transferred or received in breach of ethical standards” at KRS 45A.460, and “Definitions for terms used in KRS 45A.445 to 45A.460” at KRS 45A.445.

KENTUCKY PREFERENCE LAWS: Pursuant to KRS 45A.490-494, qualifiers are required to submit affidavit addressing Kentucky Preference Laws (Appendix D).

NON-COLLUSION STATEMENT: Vendors, by submitting qualifications, certify that the accompanying submittal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Kentucky or United States law.

SAFETY: Consultant must perform work in a safe and timely fashion, maintain a clean and safe work environment, follow safety requirements established by OSHA, the Regional Water Resource Agency and comply with all federal, state, and local occupational safety and health laws and regulations.

INSPECTION: RWRA recommends that each firm visit the site to verify conditions pertinent to obtaining relevant information needed to complete the project. An Indemnity Agreement (Appendix A) must be completed and submitted prior to inspections.

INSURANCE REQUIREMENTS: The successful consultant covenants and agrees to maintain and keep in force during the term of the contract, worker’s compensation, property, casualty, and general liability from an “A” or better rated (by AM Best Rating System) insurance company in the following minimum amounts. (See Appendix E for example)

The Regional Water Resource Agency shall be listed as “Additional Insured” in respects to the General Liability, Automobile and Excess/Umbrella Liability and shall further require that its liability carrier(s) notify RWRA at least thirty (30) days prior to the effective date of any change(s) in or cancellations of said insurance policies. A current copy of consultant’s insurance certificate providing proof of insurance as stated above must be on file with the RWRA Purchasing Manager prior to contract award. The firm awarded this project shall not limit their liability to the value of their fees, but only to the value of their insurance policy, meeting or exceeding the limits identified above.

Alternative Delivery Procurement and Management Assistance

OBJECTIVES

The primary objectives of the project are:

1. RWRA to select a consultant to assist and represent RWRA throughout the Alternative Delivery Process.
2. Consultant to assist RWRA with Advertising for and selection of an Alternative Delivery Team to Design and Construct the Force Main Project.
3. Consultant shall work with RWRA and the Alternative Delivery Team during design and construction as required by RWRA to successfully complete the project in an expedited manner.

BACKGROUND

RWRA is in the process of procuring funding for the project from the Kentucky Infrastructure Authority (KIA). This funding comes with time constraints that will require an accelerated project timeline. Therefore, RWRA has chosen to evaluate alternative delivery methods for this project and is seeking assistance from a qualified firm with relevant experience in such methods to assist and represent RWRA throughout the process.

SCOPE OF SERVICES

The engineering services required for this project are expected to be completed to meet the primary objectives, and in general accordance with the scope of services as needed to accomplish the tasks listed below. **However, the final scope of services will be negotiated with the selected engineering firm or individual and may include modified and/or additional tasks and a timeline with phasing of tasks.**

1. Engineering services are likely to include the following tasks in phases:
 - a. Assist RWRA in procuring project approval from KIA
 - b. Develop preliminary design alternatives and begin evaluation of potential alternative delivery options.
 - c. Develop 30% plan set and contract documents for advertisement.
 - d. Assist RWRA in the evaluation of Alternative Delivery Team and proposed design elements.
 - e. Assist RWRA with Construction Engineering and Administrative Services as needed.

SUBMITTAL REQUIREMENTS

Each submittal must include the following to be considered:

1. **FIRM DESCRIPTION AND STATEMENT OF QUALIFICATIONS**
A brief description of the firm and any proposed subcontractors or subconsultants, and a statement of qualifications in relationship to the information requested.
2. **FIRM'S EXPERIENCE WITH ASSISTING OWNERS IN THE ALTERNATIVE DELIVERY PROCESS**
List projects where the Consultant has worked directly for an Owner in the Alternative Delivery process and explain how the Consultant assisted the Owner.
3. **PAST EXPERIENCE WITH SIMILAR PROJECTS**
Provide summaries for at least three (3) similar projects completed by key proposed team members for other clients, with an emphasis on Alternative Delivery. Identify who served as project manager and key lead technical roles in those projects. List alternate delivery methods used on previous projects, as well as preferred/suggested method for a project of this scope.
4. **QUALIFICATIONS OF THE TEAM**
Identify specific personnel to be assigned to this project, including resumes of those persons detailing their experience on similar projects. Provide a one- page resume for up to five (5) key staff members.
5. **REFERENCES**
Provide project summary sheet and references for three (3) similar projects the firm has completed within the past five (5) years.
6. **STATEMENT OF PROJECT UNDERSTANDING**
Briefly discuss your firm's understanding of the project scope and the services required. Note any items that may require special attention or detail (2 pages maximum)
7. **PROJECT APPROACH**
Provide detailed information that will allow RWRA staff to distinguish your team's qualifications from other firms that may be competing for this project. Provide detailed project approach including steps/phases your firm envisions, and the key personnel assigned to various tasks. Provide any other information required to demonstrate proposed plan for completing the aforementioned scope of services.
8. **LOCATION OF OFFICE**
Provide information regarding the locality of your team in comparison to the RWRA system and staff.

9. MISCELLANEOUS

The submittal should include the following items:

- Proposer name
- Proposer address
- Contact person with phone number
- E-mail address
- Authorizing signature
- Vendor statement required by KRS 45A.343
- Vendor statement required by KRS 45A.395
- Indemnity Agreement
- Certificate of Insurance

QUALIFICATIONS OF CONSULTANTS

Consultant shall identify specific personnel to be assigned to this project, including resumes of those persons detailing their experience on similar projects. Qualifications shall also include a listing of firms or personnel outside of their firm whose services are anticipated to be utilized as part of the team.

RWRA will have a selection committee to review the submittals of Statement of Qualifications and determine through a selection process that includes qualifications of design team, experience in similar project, experience of key personal, experience with State/Federal funding agencies, ability of the firm to perform the work in a timely manner, and references.

REFERENCES

Consultant shall provide references for a minimum of three (3) successful projects of a similar nature. Each entry must include the date of the project, a general description of the project, client name, a contact person and telephone number and/or e-mail address. **Statement of Qualifications submitted without the required reference information will not be considered.**

SUMBITTAL FORMAT

- Consultant name
- Consultant address
- Contact person, telephone and fax numbers
- E-mail address
- Authorizing signature
- Consultants Firm’s/Individual’s qualifications
- Experience on similar projects
- Resumes of key personnel assigned to this project
- References
- Other information the vendor wishes to provide
- Vendor statement required by KRS 45A.343
- Vendor statement required by KRS 45A.395
- Indemnity Agreement
- Certificate of Insurance

QUALIFICATION EVALUATION

RWRA will have a selection committee to evaluate the qualifications and will determine rankings based on materials submitted. Interviews of the top-ranking firms may be conducted during the selection process.

Statement of Qualifications shall be evaluated based on the following criteria:

1.	Firm Description and Statement of Qualifications -	10
2.	Firms Experience with assisting Owners in the Alternative Delivery Process -	20
3.	Past Experience with Similar Projects -	15
4.	Qualifications of the Consultants Team -	15
5.	References -	5
6.	Understanding of Project and Consultants Role in the Project -	10
7.	Project Approach -	20
8.	Location of Office -	5
	TOTAL POINTS POSSIBLE	100

Appendix A

REGIONAL WATER RESOURCE AGENCY INDEMNITY AGREEMENT

_____ (the "Contractor") desires to provide labor and materials to the Regional Water Resource Agency ("RWRA");

RWRA is willing to allow the Contractor to provide labor and materials under the following conditions.

The parties therefore agree as follows:

1. The Contractor shall assume all responsibility and liability for the negligent acts or omissions of its agents, servants, or employees. The Contractor shall be responsible for its employees and shall exercise all dominion, control, and authority over the means and methods used by its employees to perform any work for RWRA or while on RWRA property.
2. The Contractor shall comply with all federal, state, and local occupational safety and health laws and regulations, and local, state, and federal laws and regulations for "Maintenance and Control of Traffic During Construction".
3. To the fullest extent permitted by law, Contractor shall indemnify RWRA, its officers, directors, agents, and employees from all claims for bodily injury and property damage, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of Contractor's work, but only to the extent caused by the acts or omissions of the Contractor or anyone employed directly or indirectly by the Contractor or by anyone for whose acts any of them may be liable.

The effective date shall be considered the latter of the two dates as listed.

Contractor: _____

Owner: RWRA

Print Name: _____

Print Name: _____

Signed By: _____

Signed By: _____

Date: _____

Date: _____

Appendix B

VENDOR'S STATEMENT PURSUANT TO KRS 45A.343

The undersigned, as a duly authorized officer of _____
Pursuant to KRS 45A.343 states;

1. To the best of my knowledge, information and belief, _____
has not been finally determined to have violated any of the provisions of KRS
Chapters 136, 139, 141, 337, 338, 341, or 342 that apply to it within the five year
period preceding this statement.
2. _____ acknowledges that it will be required to be
in compliance with those provisions of KRS Chapters 136, 139, 141, 337, 338, 341
and 342 that apply to it for the duration of the Contract to be entered into with the
Owensboro-Daviess County Regional Water Resource Agency, doing business as
Regional Water Resource Agency.
3. _____ acknowledges that if it fails to reveal any
final determination of violation of KRS Chapters 136, 139, 141, 337, 338, 341, or
342, or to comply with the applicable provision of those statutes for the duration of
the aforesaid Contract, such shall be grounds for Regional Water Resource Agency
to:
 - a. Cancel its contract with _____, and
 - b. Disqualify _____ from eligibility for future
contracts awarded by Regional Water Resource Agency for a period of five
years.

This the _____ day of _____, 20

(Company Name)

By: _____
(Typed or printed name) (Signature)

Title: _____

Appendix C

STATEMENT REQUIRED PURSUANT TO KRS 45A.395

The provisions of KRS 45A.395 required that any bidder or offeror submit a sworn statement in conformity with such statute as a prerequisite to a determination that such bidder or offeror is a responsible bidder.

The undersigned, individually and as the _____ (office or title) of _____ (bidder or offeror) states under penalty of perjury that neither he (she), nor, to the best of his (her) knowledge, anyone acting on behalf of Bidder or Offeror, has knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder or Offeror will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

This the _____ day of _____, 20

(Company Name)

By: _____
(Typed or printed name) (Signature)

Title: _____

Appendix D

KENTUCKY PREFERENCE LAWS

The scoring of bids/proposals is subject to **Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries.**

Reciprocal preference for Kentucky resident bidders

KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

KRS 45A.492 Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences.

The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.

(7) The preference for resident bidders shall not be given if the preference conflicts with federal law.

(8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.

Determining the residency of a bidder for purposes of applying a reciprocal preference

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries.

Pursuant to 200 KAR 5:410, and KRS 45A.470, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a bidder claiming "qualified bidder" status shall submit along with its response to the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder- affidavit form included. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
CLAIMING QUALIFIED BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with [200 KAR 5:410\(3\)](#); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_____ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

(a) Is organized and operated in the interest of individuals with severe disabilities; and

(b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and

(c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and

(d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, _____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

Appendix F

