

**Fiscal Court Members**

David Livingston  
Bill Burke  
Dewayne Ellison  
Kelly Corman



**Fiscal Court Members**

Chad Wallace  
Alvin Lyons  
Rick Hostetler

**Judge Executive Joe Pat Covington**

**REQUEST FOR PROPOSALS**

Architectural Services Lisle Road Soccer Complex

Due by 2:00PM Tuesday, January 19, 2021

SCOPE

Scott County Fiscal Court is seeking proposals for Professional Services for site design and architectural services for Phase 1 of the Lisle Road Soccer Complex located on Lisle Road in Georgetown, Kentucky.

**PROPOSAL FOR SERVICES**

**Boundary and Topographic Survey**

The selected Architectural firm will identify a qualified firm to perform a boundary and topographic survey within the subject property. The limits of the topographic survey will extend to the boundary of the subject property needed for preparation of the site construction plans. Scope of services within this area will consist of the following:

Establishment of the Subject Property Boundary and Corners

(Including Pinning of Corners if Necessary)

Building Footprints (If Any)

Other Existing Site Improvements (i.e. pavements, walls, steps, wells, etc....)

Natural Drainage Ways

Existing Drainage Infrastructure (i.e. pipes, inlets, headwalls, etc....)

Existing Utilities (As Marked By Kentucky - 811 – Before You Dig)

Existing Trees 4" Caliper and Larger

The topographic survey will be prepared in a DWG format and used as the basis of design for the preparation of the Site Design and Architectural Plans.

**Site Design and Architectural Plans**

The selected Architectural firm shall prepare site design drawings for Phase 1 of the Lisle Road Soccer Complex as presented on the attached conceptual Master Plan. There will be a required meeting with the owner and selected Architectural firm to review the presented Phase 1 conceptual Master plans to discuss details and finalize concept plan prior to start of work. Site design drawings shall include a detailed site plan, erosion control plan, grading plan, utility layout, pavement design, storm and sanitary sewer plans, storm water management plan with drainage report, landscaping, and site lighting. Site plan shall include design of the roadway, walks, Proposed Legacy Trail, paved parking and overflow parking area, two soccer fields (Fields #1 & #3) and grading for two adjacent soccer fields, four future futsal courts. Site Plan does NOT include the press box, facility storage or bleachers identified on the master plan. Site lighting planning shall include parking, roadway pole lighting and sports field lighting. Sanitary sewers shall be extended into the site to the proposed building location from the adjoining School House Road. The selected Architecture firm shall provide architectural services for the soccer complex combined restroom/concessions/storage building, as shown on the attached Master Plan. The final conceptual design of the building will be agreed upon after a meeting with the owner and selected firm to gather input and



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make recommendations from selected firm. The actual building plan, as shown, may change, but will remain the approximate square footage. The design requirements for buildings, trails, parking lots, sidewalks and signage associated with the Legacy Trail should be part of the consideration on final plans for the site and building. Services include architectural design as well as structural, mechanical, electrical and plumbing engineering services for the building.

#### **GENERAL COMPLIANCE**

**NOTE TO PROPOSERS:** Proposal submission does not constitute an agreement or a contract with the Scott County Fiscal Court (SCFC).

**ALTERNATE PROPOSALS:** It is not the intention of the specifications contained herewith to eliminate any proposer; however, quoted items must equal or exceed stated specifications.

**Additional Information:** While not necessary, the proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist the SCFC in better understanding and evaluating the proposer's response. Additional documentation shall not serve as a substitute for other documentation which is required by the Request for Proposals (RFP) to be submitted with the proposal.

At the time of submission, each proposer will be presumed to have inspected the site(s), if necessary, and to have read the scope and to be thoroughly familiar with the project plans and contract documents (including any and all addenda). The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer from any obligation with respect to this proposal.

All proposals and submitted information becomes the property of the SCFC will not be returned to the proposer.

**PROPOSAL SUBMISSION:** Proposals can be mailed or drop off at 101 East Main St Suite 210 Georgetown KY 40324 – Please include at least 5 copies.

#### **ANY PROPOSALS NOT RECEIVED PRIOR TO THE SCHEDULED OPENING DATE AND TIME MAY BE REJECTED.**

**FAILURE TO SUBMIT REQUIRED DOCUMENTATION:** Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

**LIABILITY:** SCFC is not liable for any expenses incurred in connection with the preparation of proposals.

**METHOD OF PROCUREMENT:** Shall be in conformance with Purchasing Policies as adopted by the SCFC.

**KENTUCKY OPEN RECORDS LAW:** At the time a proposal is submitted to the SCFC, proposer shall identify any information that is submitted as part of the proposal that is proprietary or confidential in nature and not subject to release for public inspection. The SCFC will protect any proprietary or confidential information to the extent allowable under the Kentucky Open Records Act.

**COMPLIANCE WITH LAWS AND REGULATIONS:** Each proposer shall comply with all Federal, State & Local regulations concerning this type of service.

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**METHOD OF AWARD:** The award will be based upon the weighted evaluation criteria established in the request (when applicable), and upon the lowest responsive and responsible proposer complying with specifications on each item. The SCFC reserves the right to consider as a part of the proposal evaluation the stated warranty, stated delivery schedule, service, features, upgrades and payment terms.

The SCFC reserves the right to reject any and all proposals, to award any proposal in whole or in part, and/or to waive any irregularities or minor immaterial defects in any and all proposals. The right is also reserved to award proposals based on the best interest and/or most advantageous to the SCFC. The SCFC may also consider any alternative proposal that meets its basic needs.

**PRICING:** All prices shall be quoted exclusive of any taxes. The SCFC is exempt from Federal excise, transportation and/or Kentucky sales tax. Any items supplied directly to the SCFC from a supplier/manufacturer are exempt from sales tax. Any items purchased by a contractor that will be used in the fulfillment of a contract are not exempt from sales tax.

In case of a discrepancy in the extension of a unit price, the unit price shall govern the total price.

Proposals shall remain firm and open to acceptance by the SCFC for a minimum period of sixty (60) days after the proposal opening. If the time period has expired, the SCFC may request a letter from proposers asking to extend the time period.

A Notice to Proceed will be issued once the agreement has been signed by both parties and all required paperwork herein described is received by the SCFC.

**DELIVERY SCHEDULE:** Delivery date shall be specified on each item quoted. The vendor will be expected to fulfill the delivery as specified.

**PAYMENT:** The proposal must clearly state the payment terms, including prompt payment discounts and payment due dates. Discounts should be figured into the unit price of the quoted item. The SCFC reserves the right to select the most beneficial terms.

**DEFAULT; TERMINATION OF CONTRACT:** In the event that any of the provisions of this Contract are violated by the proposer, such breach shall constitute a default. In the event of a default, the Owner may serve written notice upon the proposer of its intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the proposer, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.

The SCFC shall be authorized to terminate for its own convenience all contracts for the procurement of supplies and services when the County Judge determines in writing that such termination will be in the best interest of the SCFC.

**SAFETY:** The successful proposer must perform work in a safe and timely fashion, maintain a clean and safe work environment, and follow safety requirements established by OSHA.

**INSURANCE REQUIREMENTS:** The successful proposer covenants and agrees to maintain and keep in force during the term of the contract insurance policies in the following minimum amounts:

Type of Insurance

Limits

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Worker's Compensation	Statutory
Commercial General Liability	\$1,000,000/\$1,000,000 CSL
Commercial Automobile Liability	\$1,000,000

On all liability policies of insurance, proposer shall have the SCFC named as an additional insured and shall further require that its liability carrier(s) notify the SCFC 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 proposer's insurance certificate, providing proof of insurance as stated above, must be on file in the Purchasing Department prior to the proposal award. Submission of an Evidence of Insurability from proposer's provider or an Insurance Certificate copy may be included with the proposal package.

**HOLD HARMLESS AGREEMENT:** The proposer covenants to save, defend, keep harmless, and indemnify the SCFC and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fine, penalties, and costs including court costs and attorney's fees, charges, liability, and exposure however caused resulting from, arising out of, or in any way connected with the proposer's negligent performance or non-performance of the terms of the contract.

**CONTRACTOR STATUS:** Proposer understands and agrees that its employees, agents, or sub-proposers are not employees of the SCFC for any purpose whatsoever.

**PROPOSER'S QUALIFICATIONS:** Proposer must demonstrate to the satisfaction of the SCFC that he/she has adequate equipment, personnel, experience and understanding of the specifications to perform service under the contract.

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

Successful proposer must comply with the SCFC ordinances relating to Occupational License Fees, Business Licenses, payroll and net profits and any other ordinances which may apply to any particular proposal package.

**PROPOSER PREFERENCE:** Pursuant to KRS 45A.494, which is incorporated herein by reference: "a resident Proposer of the Commonwealth shall be given a preference against a nonresident Proposer registered in any state that gives or requires a preference to Proposers from that state. The preference shall be equal to the preference given or required by the state of the nonresident Proposer. "

**EQUAL OPPORTUNITY STATUTES:** The SCFC 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, sexual orientation, gender identity, or any other characteristic protected by law. The SCFC is also committed to employing only United States citizens and aliens who are authorized to work in the United States. The SCFC complies with the Immigration Reform and Control Act of 1986. Therefore, the successful proposer must demonstrate to the satisfaction of the SCFC that he also conforms to all Federal, State, and Local Equal Opportunity statutes. Further, the contractor will reimburse the SCFC for any damages incurred due to any violation of the above-mentioned statutes by the contractor while under contract to the SCFC.

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"OR EQUAL" CLAUSE: Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendors' names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any materials, articles or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Owner, of equal substance and function.

AMBIGUITY, CONFLICT OR OTHER ERRORS IN RFP: If a proposer discovers any ambiguity, conflict, discrepancy, omission or other such error in the RFP, he/she shall immediately notify the SCFC of such error in writing and request modification or clarification of the document if allowable by the SCFC.

#### EVALUATION CRITERIA

Every effort will be made to evaluate the proposals as objectively as possible. The best proposal will be determined by Committee that provides the best combination of factors relating to experience, qualifications, service and reputation:

PARAMETER	% WEIGHT
Experience Providing Architectural Services to Public Sector Entities in the last 5 Years	25
Staff/Firm Qualifications and Experience	25
References	20
Cost	30

#### EVALUATION COMMITTEE

The Evaluation Committee may include the following:

- Judge Executive
- County Attorney
- Treasurer
- Magistrate
- Other member(s) deemed necessary as determined by the Judge Executive

The Committee reserves the right to require written questionnaire responses, telephone interviews, and/or conduct selection interviews with respondent.

**Committee members shall not be contacted by the Proposer during the proposal preparation and selection process, unless otherwise noted herein.**

The Committee shall be the sole judge of the best proposal and the resulting negotiated agreement. The Committee reserves the right to investigate the reputation, integrity, skill, business experience, and quality of performance under similar operations before making a final decision, which will be based on both an objective and subjective comparison of the proposal.

## REQUEST FOR PROPOSALS

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#### SUBMISSION REQUIREMENTS

Proposers shall include their qualifications using the following format:

1. **Cover Page** with firm's name, address and telephone numbers.
2. **Cover Letter** which includes a summary of the Proposer's ability to perform the services and enter into a contract with the SCFC. The cover letter must be signed by a person having the authority to commit the agency to a contract.
3. **Qualifications and Experience**
  - a. Provide a brief history of your firm, including organizations of the firm and any mergers and acquisitions.
  - b. Provide information identifying principal staff members including any Sub-Consultants that will be directly involved in the project. Provide information including relevant experience and education in providing the required services.
  - c. Describe the experience of your firm in providing Architectural related services to government agencies.
  - d. Provide three (3) municipal references for which your firm has performed similar implementations and/or are currently using your services (located within the State of Kentucky is preferred).
4. **Scope of Services**
  - a. Proposer shall state within their proposal how their qualifications meet the requirements stated in the Specifications section above.
  - b. Consultant shall also provide or highlight any additional features and/or functionality of their firm, not specifically mentioned in this RFP, while describing how it can be used to meet the SCFC goals.
5. **Cost – Use Proposer Response Form**
6. **Implementation Schedule**
  - a. Proposer shall provide the proposed project methodology presented in the form of a series of tasks to be accomplished during the project. This shall include a project schedule and milestone expectations.
  - b. Proposer shall assume that the start date for said schedule begin no later than March 1, 2021.
7. **Additional Requested Information**
  - a. Please disclose any criminal investigation, indictment, prosecution, or other proceeding that has been brought against your firm within the last ten (10) years (provide attachment if necessary). Also describe any civil litigation pending or concluded within the last five years against your firm that may impair the firm's ability to provide the requested services (provide attachment if necessary).
  - b. Disclose any potential conflicts of interest with representing the SCFC for the requested services, including any potential conflicts of interest of employees assigned to this project. The SCFC reserves the unqualified right to disqualify a firm or cancel any contract for any potential conflict of interest issues raised initially and/or during the contract period.

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PROPOSER RESPONSE FORM

PROPOSAL AMOUNT: \$ \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME (Type or Print): \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

\* Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\* Signature certifies the proposed solution and services meet all requirements outlined in this proposal and the vendor will comply with all specified requirements unless exceptions are noted below.

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Proposer Acknowledges receipt of Addendum as noted: (mark N/A if none)

# \_\_\_\_\_ Dated \_\_\_\_\_

# \_\_\_\_\_ Dated \_\_\_\_\_

# \_\_\_\_\_ Dated \_\_\_\_\_

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Sub-Contractor / Supplier	Contract Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Check here \_\_\_\_\_ and attach additional sheet for additional Sub-Contractors / Suppliers.

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AFFIDAVIT

Comes the Affiant, \_\_\_\_\_, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is \_\_\_\_\_ and he/she is the individual or the authorized representative of \_\_\_\_\_ (hereinafter referred to as "Proposer"), and is authorized to submit the Proposal Response Form, equal opportunity agreement and Vendor's Statement Pursuant to KRS 45A.343 attached hereto and incorporated herein by reference.
2. Proposer will pay all taxes and fees, which are owed to the SCFC at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a City of Georgetown business license, if applicable, prior to award of the contract.
4. Proposer authorizes the SCFC to verify the above-mentioned information with the Division of Revenue and to disclose that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 2 of the City of Georgetown Code of Ordinances, known as "Ethics Act."
7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or circumstances described by a statute or ordinance 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.

Further, Affiant sayeth naught.

\_\_\_\_\_  
Affiant

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

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EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by vendor and sub-vendor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:  
  - The Vendor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by vendors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government vendor or sub-vendor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

\*\*\*\*\*

The SCFC practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the vendors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Proposers

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Firm

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VENDOR'S STATEMENT PURSUANT TO KRS 45A.343

45A.343 Local Public Agency may adopt provisions of KRS 45A.345 to 45A.460 – Effect of Adoption – Contracts are required to mandate revealing of violations of and compliance with specified KRS chapters – Effect of nondisclosure or noncompliance. (KRS 136 – Corporate taxes; KRS 139 – Sales & use taxes; KRS 141 – Income taxes; KRS 337 – Wage and hour; KRS 338 – Occupational safety; KRS 341 – Unemployment; KRS 342 – Workers Comp.)

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 SCFC.

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 provisions of those statutes for the duration of the aforesaid Contract, such shall be grounds for SCFC, Kentucky to:

- a) Cancel its contract with \_\_\_\_\_, and
- b) Disqualify \_\_\_\_\_ from eligibility for future contracts awarded by the SCFC for a period of two years.

This \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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CHECKLIST FOR REQUIREMENTS

**\*\*Initial "\_\_\_\_" for all below as indicated or bid may be rejected. \*\***

- \_\_\_\_\_ Proposer received and understands the Request for Proposals Package and Specifications.
- \_\_\_\_\_ Cover Page attached
- \_\_\_\_\_ Cover Letter attached
- \_\_\_\_\_ Qualifications, Experience, and References attached
- \_\_\_\_\_ Scope of Services
- \_\_\_\_\_ Fee Proposals attached
- \_\_\_\_\_ Implementation Schedule attached
- \_\_\_\_\_ Additional Requested Information attached (IF APPLICABLE)
- \_\_\_\_\_ PROPOSER RESPONSE FORM completed and attached
- \_\_\_\_\_ EXCEPTIONS TO SPECIFICATIONS AND/OR COMMENTS completed and attached (IF APPLICABLE)
- \_\_\_\_\_ AFFIDAVIT signed and attached
- \_\_\_\_\_ EQUAL EMPLOYMENT AGREEMENT signed and attached
- \_\_\_\_\_ VENDOR'S STATEMENT PURSUANT TO KRS 45A.343 signed and attached

# LEGACY TRAIL / LISLE ROAD SOCCER COMPLEX PHASE ONE PROPOSED IMPROVEMENTS

