

REQUEST FOR PROPOSAL



BID NUMBER 2021-036

CITY OF PIKEVILLE & BREAKS INTERSTATE PARK TOURISM FEASIBILITY STUDY

Prepared by:

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REQUEST FOR PROPOSAL

BID NUMBER 2021-036

CITY OF PIKEVILLE & BREAKS INTERSTATE PARK TOURISM FEASIBILITY STUDY

Bid Opening Date: December 3, 2021
Address: 243 Main Street, Pikeville, Kentucky 41501

Bid Opening Time: 2:00 p.m.

Proposal/Bid Category: Project Bid Items

Pre-Bid Meeting: N/A **Pre-Bid Date:** N/A **Pre-Bid Time:** N/A
Address: N/A

Sealed proposals will be received by the City of Pikeville for the above referenced project until **2:00 p.m.** prevailing local time on **December 3, 2021**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

City of Pikeville
ATTN: Robbi Bentley, City Clerk
243 Main Street
Pikeville, Kentucky 41501

The Contract Documents may be examined at the same location or at: www.pikevilleky.gov/bids

Proposals or bids received shall be publicly opened and read aloud in the meeting room of City Hall immediately after the close of the bid period. **Proposals or bids delivered after the stated time and date will be rejected and will be returned.** The City of Pikeville assumes no responsibility for submissions that are not properly addressed and/or delivered to the office of the City Clerk. The City of Pikeville does not prescribe the method by which submissions are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the submission by carriers. Bidders have the option of hand deliver to insure timely delivery. All sealed bids shall state the name of the bid on the outside of the envelope, along with the company name and address. The City does not disclose the names of other bidders or the number thereof prior to the opening of the bids.

Check One:		Proposed Price:	Proposed Delivery:
_____ Bid Specifications Met	_____ Exceptions to Bid Specifications <i>(Exceptions shall be itemized and attached to submittal.)</i>	<i>If a purchase contract, include price below. If not, see Bid Form if applicable.</i> \$ _____	_____ days after acceptance of bid.

Submitted by: _____
 (Company)

Signature: _____

Address: _____

Name (Typed/Printed): _____

City, State & Zip: _____

E-Mail: _____

Phone: _____

Date: _____

ADDITIONAL ENCLOSED DOCUMENTS

BID NUMBER 2021-036

<u>Documents</u>	<u>Enclosed</u>
I. Instructions to Bidders	<input checked="" type="checkbox"/>
II. Advertisement	<input checked="" type="checkbox"/>
III. Bid Form	<input type="checkbox"/>
IV. Scope of Work	<input type="checkbox"/>
V. Technical Specifications	<input type="checkbox"/>
VI. Contract or Construction Agreement	<input type="checkbox"/>
VII. Request for Proposal Details	<input checked="" type="checkbox"/>
VIII. Request for Qualifications Details	<input type="checkbox"/>
IX. Exhibits/Plans	<input type="checkbox"/>

INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS

NOTE TO PROPOSERS OR BIDDERS: Proposal or Bid submission does not constitute an agreement or a contract with the City of Pikeville.

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

ADDITIONAL INFORMATION: While not necessary, the proposer or bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist the City of Pikeville in better understanding and evaluating the proposer's or bidder's response. Additional documentation shall not serve as a substitute for other documentation which is required to be submitted with the proposal or bid.

At the time of submission, each proposer or bidder will be presumed to have inspected the site, 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 or bidder to examine any form, instrument, or document shall in no way relieve them from any obligation with respect to this request or bid.

All proposals or bids and any additional submitted information becomes the property of the City of Pikeville and will not be returned to the proposer or bidder regardless of any provision contained in the bid document to the contrary.

PROPOSAL OR BID SUBMISSION: All pages of the original proposal or bid shall be signed. Typed quotation sheets are preferred; however, if hand written, the sheets must be legible and in ink. Any pricing information that is illegible may result in the rejection of the proposal or bid.

The proposer or bidder must submit one original signed hardcopy unless otherwise instructed in the Request for Proposal, Scope of Work, or Specifications. The submission must be sealed in a container with the project name, the proposer or bidder's name and the opening date clearly marked on the outside of the envelope. The proposal or bid shall be addressed and delivered to: City of Pikeville, ATTN: City Clerk, 243 Main Street, Pikeville, KY 41501 prior to the bid opening scheduled time.

ANY BIDS NOT RECEIVED PRIOR TO THE SCHEDULED OPENING DATE AND TIME WILL BE REJECTED AND RETURNED UNOPENED.

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

LIABILITY: The City of Pikeville is not liable for any expenses incurred in connection with the preparation of proposals or bids.

ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Each request for such interpretation should be in writing addressed to: City of Pikeville, Attn: City Clerk, 243 Main Street, Pikeville, KY 41501 or by e-mail to: robby.bentley@pikevilleky.gov and to be given consideration must be received at least three (3) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addendum to the specifications which, if issued, will be emailed to prospective bidders and posted to the City's website: www.pikevilleky.gov. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

WARRANTY: Bidder warrants said goods and services for a period of at least one (1) year after installation, unless otherwise specified in the bid documents and warrants that such goods and services shall meet all City and State specifications. Part of the City of Pikeville's bid or RFP/RFQ evaluation includes an evaluation of any product or service warranties offered in the submittal. Any warranty offered with your products and/or services should be fully outlined and disclosed within your bid or RFP/RFQ submittal. Any warranty information provided in the bid or RFP/RFQ submittal is considered to be the final warranty unless changes are negotiated and included in the final contract. Absolutely no alterations initiated by the vendor will be considered following execution of the contract and no additional warranty signatures or similar documents will be required from the vendor for completion of any work or delivery of any products

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

NEW GOODS, FRESH STOCK: Unless otherwise specifically stated, all Contractors will provide new commodities, fresh stock, latest model, design, or package.

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

METHOD OF AWARD: For bids, award will be made to the lowest responsive (compliance with specifications) and responsible bidder meeting specifications. The City of Pikeville reserves the right to consider as a part of the bid evaluation the qualifications and experience of the bidder, the stated warranty, stated delivery schedule, service, features, upgrades, and payment terms in addition to any other criteria specifically set out in the Scope of Work or Specifications. For proposals and statements of qualification, the request will outline the award mechanism.

The City of Pikeville reserves the right in its sole discretion to reject any and all proposals or bids, to award any proposal or bid in whole or in part, and/or to waive any irregularities or minor immaterial defects the bidding process or in any and all proposals or bids. The right is also reserved to award proposals or bids based on the best interest and/or a determination as to which is most advantageous to the City. The City of Pikeville may also consider any alternative proposal or bid that meets its basic needs.

PRE-AWARD INTERVIEW: An interview with all or some subset of proposers or bidders may be required. This will be specified in the request or bid documents.

PRICING: All prices shall be quoted exclusive of any taxes. The City of Pikeville is exempt from Federal excise, transportation, and/or Kentucky sales tax. Any items supplied directly to the City 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.

VALID PROPOSAL OR BID PERIOD: Proposals and Bids shall remain firm and open to acceptance by the City of Pikeville for a minimum period of sixty (60) days after the proposal or bid opening. If the time period has expired, the City of Pikeville could request a letter from proposers or bidders asking to extend the time period.

DELIVERY SCHEDULE: The proposer or bidder is expected to fulfill the delivery as specified in the Construction Agreement.

DEFAULT; TERMINATION OF CONTRACT: In the event that any of the provisions of this Contract are violated by the proposer or bidder such breach shall constitute a default. In the event of a default, the Owner may serve written notice upon the proposer or bidder of its intention to terminate the Contract, such notice is 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 bidder, 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.

LIMITATIONS ON CIVIL JURISDICTION AND LIABILITY. The City of Pikeville does not agree to waive civil litigation jurisdiction and venue outside of Pike County or concede to jurisdiction outside of Pike County, waive its right to a jury trial, accept limitations on liability for professional services, products, or any other items or services procured.”

CONSTRUCTION SPECIFIC INSTRUCTIONS

The following instruction are intended primarily for construction projects. However, where applicable, they will apply unless otherwise excepted or modified in the Scope of Work or Specifications.

SAFETY: The successful bidder must perform work in a safe and timely fashion, maintain a clean and safe work environment, follow safety requirements established by OSHA and the City of Pikeville, and may be required to provide safety equipment. If, in the opinion of the City, safety precautions are not in existence, work will cease immediately until corrective action is taken. Work will begin again only when vendor demonstrates to the satisfaction of the City that conditions are without risk.

INSURANCE REQUIREMENTS: The successful bidder covenants and agrees to the insurance requirements documented in the City of Pikeville's Construction Agreement included within the contract documents.

BONDING REQUIREMENTS: Unless otherwise stated in the Contract Documents, bid, performance, and payment bonds are not required for this project. However, the final payment will not be released without assurance that all sub-contractors and material suppliers providing labor or materials to perform the contract are paid and submittal, to the City Engineer, of a Contractor's Release of Liens and an Affidavit of Release of Liens obtained by the Contractor from all subcontractors and material suppliers providing labor or materials to perform the contract unless the Contractor has posted a Payment bond and Performance bond. In-lieu of an executed Affidavit of Release of Liens, the Contractor may submit paid receipts as proof of payment if the receipt is sufficient to verify that all labor and/or materials used to complete the contract have been paid.

In the event that the Contractor has posted a Payment bond and Performance bond, the contractor only needs to submit a Contractor's Release of Liens verifying that all of the sub-contractors and material suppliers providing labor or material to perform the contract and certifying that each have been paid in full.

HOLD HARMLESS AGREEMENT: The bidder covenants to save, defend, keep harmless, and indemnify the City of Pikeville and all of its officers, department, 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 bidder's negligent performance or non-performance of the terms of the contract.

CONTRACTOR STATUS: Bidder understands and agrees that its employees, agents, and/or sub-bidders are not employees of City of Pikeville for any purpose whatsoever.

BIDDER'S QUALIFICATIONS: Contractor must demonstrate to the satisfaction of the City of Pikeville 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 bidder who, in the opinion of the City, 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 bidder must comply with all City of Pikeville ordinances including those relating to Occupational License Fees, Business Licenses, payroll and net profits and any other ordinances which may apply to any particular bid package.

“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, article 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.

**REQUEST FOR PROPOSAL
FOR
CITY OF PIKEVILLE & BREAKS INTERSTATE PARK TOURISM
FEASIBILITY STUDY**

The City of Pikeville is accepting proposals for a qualified consultant to conduct a feasibility study for development of a health and wellness/eco/adventure/cultural tourism industry focused around the Breaks Interstate Park and the City of Pikeville.

Sealed proposals will be received at Pikeville City Hall (243 Main Street, Pikeville, KY) until Friday , December 3, 2021 at 2:00 p.m.

The sealed proposals should be addressed to: City of Pikeville, Attn: City Clerk, 243 Main Street, Pikeville, Kentucky 41501. For more information or complete specifications, please visit <http://pikevilleky.gov/bids>.

The City of Pikeville holds the right to reject any and all bids and proposals or to re-advertise for additional bids or proposals.

Proposal Requested

The City of Pikeville and Breaks Interstate Park are seeking a consultant to conduct a feasibility study regarding the development of a health and wellness/eco/adventure/cultural tourism industry. The ultimate goal of the project is to position the Breaks Interstate Park to become a national attraction with the City of Pikeville supporting the influx of tourism with lodging, restaurants, retail, and tourism-related businesses by developing a masterplan for increasing tourism, developing tourism attractions, supporting business creation, and developing a brand identity.

Project Background

The City of Pikeville, Kentucky is located in Central Appalachian in Eastern Kentucky's Pike County, and the Breaks Interstate Park is located in Buchanan County, Virginia and Pike County, Kentucky. The region has been decimated by the loss of coal mining and associated professional services. The 2017 edition of Kentucky Coal Facts developed by the Kentucky Energy and Environment Cabinet Department for Energy Development and Independence states that Pike County was once a well-known coal producer and still holds the record for the greatest cumulative production at 1.5 billion tons. Since then, Pikeville has experienced a severe economic dislocation with intense fluctuations and high unemployment rates due to the coal industry downturn.

The Breaks Interstate Park, administered by an interstate compact between Kentucky and Virginia covers 4,500 acres, and it is referred to as the "Grand Canyon of the South." The canyon, through which flows the Russell Fork, is the park's main feature, and it is 5 miles long and ranges from 830 to 1600 feet deep. The canyon is the largest in the United States east of the Mississippi River. Whitewater rafting can be intense and in October, the Russell Fork offers up to Class VI rapids. The park is a magnificently scenic site with dramatic 600 vertical foot sandstone outcrops overlooking unbridled torrents.

The City of Pikeville is a community of 7,754 people. The area is dominated by a heavily vegetated mountainous terrain, and the Levisa Fork of the Big Sandy River runs on the outskirts of the downtown area. Pikeville has been the center of economic development in eastern Kentucky since the 1990s.

The City of Pikeville is focused on spurring the tourism potential of the Breaks Interstate Park as well as the surrounding region, which has untold potential for outdoor recreation opportunities. Recreation tourism based businesses are identified as a target in the City's recently completed comprehensive plan update. The plan states, "Because of Pikeville's location proximate to work-class natural resources and recreation amenities, there are opportunities for Pikeville to recruit or support the development of local recreation tourism-based businesses. Such businesses could include ecotours and adventure guiding services, sporting goods retail, and other products and services."

SCOPE OF WORK

The successful feasibility consultant must be able to:

1. Compile existing information related to past studies of tourism at the Breaks Interstate Park and City of Pikeville; compile site-specific studies; inventory existing natural assets, facilities, attractions, transportation features, and utilities in the vicinity; evaluate potential sites and consider other potential sites in the vicinity of the park and Pikeville that have tourism potential.
2. Engage stakeholder groups and the general public to seek input from local residents, elected officials, and various other stakeholder groups including whitewater rafting groups, rock climbing groups, tourism officials, etc.
3. Prepare a development plan for increasing tourism, outline opportunities that are feasible, and accomplish the following:
 - a. Identify linkages to other attractions in the area
 - b. Offer recommendations for complementary attractions and tourism related businesses that would entice visitors to extend their stay
 - c. Recommend possible upgrades to existing assets in the City of Pikeville and the Breaks Interstate Park that could compliment the economic viability of the area's tourism
 - d. Suggest and evaluate the highest and best use of economic development assets including, but not limited to: Kentucky Enterprise Industrial Park, Pikeville Medical Center (for health and wellness tourism opportunities), SOAR (for entrepreneurship education and mentorship), the Mountain Association (for business lending projects)
 - e. Prepare plans with cost estimates and possible funding sources for development of tourism attractions/assets
 - f. Identify environmentally sound land-use planning techniques for appropriate and sustainable physical and economic development.
4. Determine the economic feasibility of the project and provide an economic impact analysis that outlines temporary and permanent jobs created, impacts on wages, and likely impact on tax revenues.
5. Assist in establishing a unique brand identity for the area highlighting key features that would attract favorable attention from potential visitors as well as work with tourism officials to develop a plan for establishing the Breaks as a national tourism destination, and propose a multi-county marketing mechanism for promoting the Breaks Interstate Park and the City of Pikeville.

The feasibility study must be completed by July 11, 2022.

GENERAL INFORMATION AND INSTRUCTIONS

PROPOSAL FORMAT

Scope of Work Describe the consultant's approach to accomplishing the objectives stated in the RFP and identify methodology proposed. The consultant is encouraged to include suggestions and

supplemental tasks which may enhance the project or streamline the scope of work and improve cost effectiveness. *State your assumptions clearly.* Include the decisions, products, data and corollary information that the consultant expects to be provided by City staff.

Work Program Timeline Include a timeline showing the estimated length of time for completion of the plan. Time estimates should be expressed in number of days/weeks without reference to a specific starting date. The timeline should identify when draft and final work products will be submitted to City staff. Completion by July 11, 2022 is an absolute requirement.

Statement of Qualifications and Relevant Experience Include any related supplemental information concerning key personnel or team experience which may be relevant. Please identify the project manager and principal contact to be assigned to the project (it is strongly preferred that they are one and the same person).

Contract Information Contract agreements will be finalized between the City and the consultant following completion of the selection procedure.

Signature The proposal shall be signed by an official who is authorized to bind the consulting firm.

References List no less than three (3) reference clients for whom similar or comparable services have been performed. Include the name, mailing address and telephone number of the primary contact person.

Cost Summary A cost summary shall be submitted. All costs should reflect “not to exceed” figures. Fee schedules, including hourly rates for the prime consultant and all sub consultants, meetings and reproduction costs, should accompany the cost summary.

Insurance Requirements The successful respondent will be required to maintain current insurance for the duration of the project. Insurance policies shall be maintained for Errors and Omissions, General Liability, Automobile, and Workers Compensation.

PROPOSAL SUBMITTAL

A proposal (along with a digital copy) must be submitted in a sealed envelope to Robbi Bentley, City Clerk, 243 Main Street, Pikeville, KY no later than **2:00 pm on Friday, December 3, 2021**. Late postmarks will not be accepted.

The City reserves the right to modify or cancel in part, or in its entirety, the RFP. The City reserves the right to reject any or all proposals and to waive any defects and/or informalities.

SELECTION PROCESS

The City will use a combination of objective and subjective criteria to determine each consultant’s suitability to perform this work. Evaluation criteria for the proposals are as follows:

1. Successful experience with similar types of projects (30%)
2. Previous project references (15%)
3. Quality of the proposal and understanding of the work to be completed (10%)
4. Project team and key personnel qualifications (30%)
5. Proposed time schedule (15%)

The City's selection committee will review all proposals based on the above stated criteria. It is the intention of the City of Pikeville to negotiate a contract with the consultant whom the City determines to be best suited to accomplish the Scope of Work.

The City of Pikeville reserves the right to reject any late or incomplete submission, and all proposals for whatever reason.

PUBLIC OPENING

Proposals will be publicly opened at **2:00 pm on Friday, December 3, 2021** at 243 Main Street, Pikeville, KY.