



**City of Frankfort, Kentucky  
Parks, Recreation & Historic Sites**

**SPLASH PAD / AQUATIC  
STRUCTURE / RESTROOM  
RENOVATION PLAN  
Architect / Engineer / Design Plan**

**Dolly Graham Park, Frankfort, KY**

City of Frankfort, Parks, Recreation and Historic Sites

**INVITATION FOR BIDS (IFB)**

**CITY OF FRANKFORT  
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**CITY OF FRANKFORT**  
**INVITATION FOR BIDS (IFB)**  
**ARCHITECT / ENGINEER / DESIGN PLANS FOR SPLASH PAD AQUATIC STRUCTURE &**  
**RESTROOM RENOVATION PLAN**  
**DOLLY GRAHAM PARK**

**IFB # 220211-80**

The City of Frankfort will receive responses for the possible selection of a firm / company and/or individuals to provide a bid **for the architecture, engineering and design plans of a new re-circulating system splash pad aquatic structure and restroom renovations at Dolly Graham Park for the Frankfort Parks, Recreation and Historic Sites Department** commencing with the execution of a contract between the City and the successful firm / company and/or individual.

Responses will be received by the Finance Department, Office of the Purchasing Division, City Hall, 315 West Second Street, Frankfort, Kentucky, **until 2:00 p.m. EST, Thursday, February, 11<sup>th</sup> 2021. VIA E-MAIL ONLY or DEMANDSTAR ONLY. Email to [adisponette@frankfort.ky.gov](mailto:adisponette@frankfort.ky.gov).** Responses cannot be accepted in person or at any other location. Responses must be received by the designated date and time and none will be considered thereafter.

**DEMANDSTAR / ELECTRONIC BIDS:** Electronic Bids submitted through DemandStar will also be accepted for this project. Bids must be signed and submitted in same required format. Submit one (1) electronic copy if using DemandStar. After uploading a bid, Bidders are encouraged to verify the successful upload of the document. Bids must be received by the designated date and time and none will be considered thereafter.

Bids must be prepared per the specifications detailed within the Invitation for Bids documents. Bid documents are available at no charge with registration through DemandStar:

<https://www.demandstar.com/registration>

Bid documents are also available at no charge via the Office of the Purchasing Division, City Hall, 315 West Second St., Frankfort, KY by emailing Angie Disponette at [adisponette@frankfort.ky.gov](mailto:adisponette@frankfort.ky.gov).

Firm / companies or individuals are to submit their Response electronically via e-mail or DemandStar. The City of Frankfort, Kentucky is not responsible for the premature opening of, or the failure to open, a sealed Response not properly emailed, identified or submitted to DemandStar.

The City of Frankfort reserves the right to reject any and all Responses received, and to select that Response which it determines to be in the best interest of the City. To comply with social distancing guidelines during the COVID-19 emergency, bidders are hereby notified that in lieu of being present for bid opening, they are invited to attend via call-in. The Call-In number for this bid opening is 502-699-2237. The Responses will be reviewed and evaluated by a selection committee according to evaluation factors established in Section V of this IFB, including Respondent's relevant knowledge and experience in the elements described in the scope of services requested and the ability to undertake and complete the

project in a timely manner. Contract shall be awarded based on the lowest and/or best evaluated Response.

**FOR THE CITY OF FRANKFORT, KENTUCKY, Angie Disponette, Purchasing Agent**

**I. SCOPE OF WORK**

The City of Frankfort, KY intends to issue a contract for the architecture, engineering and design plans for a new outdoor splash pad aquatic structure and restroom renovations for Dolly Graham Park, part of the Frankfort Parks, Recreation and Historic Sites Department. The Response shall be provided in accordance with the stated specifications in Article III TECHNICAL SPECIFICATIONS of this invitation. Successful firm / company / individual shall be notified by the City's Purchasing Agent. After contract award date, delivery shall be made as expeditiously as possible. The scope of this IFB is to seek a qualified architecture/engineering/design company/firm/individual of commercial public use splash pad aquatic structures and restroom facilities to provide professional services to the City of Frankfort, Kentucky to install a new re-circulating system splash pad aquatic structure and renovate the existing restrooms at Dolly Graham Park. This is intended to be a part of the ongoing renovation and revitalization project of Dolly Graham Park. It is the city's intent at this time to construct a re-circulating splash pad aquatic facility, but options could be explored for a flow through system if deemed feasible.

The City is currently in the process of a renovation plan and process for Dolly Graham Park with the assistance of a Land and Water Conservation federal grant. A parks comprehensive master plan is also underway to evaluate existing parks, facilities, amenities, services, programs, etc. and provide a plan to renovate existing parks and facilities to modern standards as well as plans to add new facilities and amenities that meet the needs and goals of City management. Dolly Graham Park is a key part of this plan and a new splash pad and restroom renovations for these facilities are one of the early steps.

## II. GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

### A. SUBMITTALS.

The Respondent **must submit the IFB via e-mail to [Adisponette@frankfort.ky.gov](mailto:Adisponette@frankfort.ky.gov)**. Along with the e-mail response, the respondents may also or alternatively submit, via DemandStar (<https://www.demandstar.com/registration>): “IFB for SPLASH PAD AQUATIC STRUCTURE at DOLLY GRAHAM PARK”

City of Frankfort

Office of the Purchasing Division

Attn: Angie Disponette EMAIL: [Adisponette@frankfort.ky.gov](mailto:Adisponette@frankfort.ky.gov)

315 West Second Street

Frankfort, Kentucky 40601

Each response must clearly state the name of the Respondent. The Response that is the original must be clearly indicated on that Response. The City shall not accept a faxed response. The City must receive any Responses on or before **Thursday, February, 11<sup>th</sup> 2021, at 2:00 PM.**

### B. COSTS AND COMMITMENTS.

This IFB does not commit the City of Frankfort to award a Contract to any Respondent or to pay any costs incurred in the preparation or mailing of a Response.

### C. EXCEPTIONS

Respondents taking exceptions to any part or section of the IFB shall indicate such exceptions on the bid form. Failure to indicate any such exception shall be interpreted as the Respondent’s intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

### D. BID ACCEPTANCE PERIOD.

Any bid submitted as a result of the solicitation shall be binding on the Respondent for a period of ninety (90) calendar days following the opening date. Any quote for which the Respondent specifies a shorter acceptance period may be rejected.

#### E. BID RETRACTION

Respondents are advised that bids submitted as part of this bid offering may not be withdrawn for a minimum of ninety (90) days following the public bid opening unless circumstances justify consideration by the Finance Director of a release from this provision. Requests to withdraw a bid must be in writing and received by the City of Frankfort, Kentucky within twenty-four hours of the public bid opening.

#### F. LATE SUBMISSIONS.

A bid received after the exact time specified for receipt shall not be considered unless it is the only bid received or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. Otherwise, to be considered, the City must determine that the late bid was due solely to mishandling by the City after proper receipt as specified in the IFB documents.

#### G. ETHICS IN PUBLIC CONTRACTING.

The bidder certifies that its bid was made without collusion or fraud; that it has not offered or received any kick-backs or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with the bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value.

#### H. ASSIGNMENTS.

Upon award of Contract, all services are to be performed solely by the Contractor and may not be subcontracted or assigned without the prior written approval and consent of the City of Frankfort Director of Parks, Recreation and Historic Sites.

#### I. PRIME BIDDER RESPONSIBILITIES.

If the Respondent's response includes goods and services provided by others, the Respondent will be required to act as the prime contractor for all such items and must assume full responsibility for the procurement, delivery, and quality of such goods and services. The Respondent will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all contractual requirements resulting from this IFB.

#### J. DRAWINGS, SKETCHES AND TECHNICAL DATA INFORMATION.

Respondents are encouraged to submit any and all technical data necessary to support a bid. Additional generic literature on the item bid, i.e. marketing, sales and so forth, may also be submitted.

#### K. WARRANTIES OF QUALITY.

Contractor warrants that the goods and services provided pursuant to the Proposal Specification shall conform to all affirmations of fact or promises made by Contractor, descriptions, samples and specifications. If services or work is to be provided under the contract, such services or work shall be completed in a good and workmanlike manner. In addition, Contractor warrants that said goods and services are merchantable and are fit

for the ordinary purposes for which such goods and services are used. In the event of a breach of any of the foregoing warranties, Contractor shall expeditiously as that term is defined by the City, and at its own expense but at the sole option of the City, repair or replace the goods and services to comply with said warranties. The foregoing warranties shall apply to any and all repaired or replacement goods and services provided hereunder.

L. WARRANTY OF TITLE.

Contractor warrants that it has title to and the proprietary right to provide the goods pursuant to the contract. Contractor shall at its own expense either defend or settle with the prior approval of the City, any suit, claim or action against the City based on an allegation that the goods or the use thereof constitutes a patent, copyright, trade secret or other intellectual property right infringement. Contractor shall pay all amounts assessed against the City in any just suit, claim or action and shall reimburse the City for any damages, direct or consequential, incurred as a result of such suit, claim or action including the City's expenses incurred by participating in the defense or settlement thereof. In the event the goods are held to constitute an infringement in such suit, claim or action or their continued use is enjoined, Contractor shall at its own expense and at the option of the City, either: a) procure for the City the right to continue using the goods, b) replace the goods with equivalent non-infringing goods which are acceptable to the City, or c) modify the goods in a manner which is acceptable to the City, so they become non-infringing.

M. WARRANTY OF PRICE.

Contractor warrants that the prices for the goods provided to the City pursuant to the contract are not less favorable than those prices currently in effect with other customers for the same or similar goods in similar quantities. In the event that Contractor reduces its prices for such goods prior to completion of the contract, Contractor shall reduce the prices in the contract correspondingly. Contractor warrants that the prices in the contract shall be complete and no additional charges of any type, including but not limited to shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating, shall be added without the prior written consent of the City.

N. SETOFF.

All claims for money due or to become due from the City shall be subject to deduction or setoff by the City by reason of any counterclaim or cross claim arising out of this or any other transaction with Contractor.

O. CERTIFICATION OF NO BID RIGGING.

Respondent certifies to the City that Respondent has not combined or conspired with any other person to reduce or eliminate competition in the bidding of the contract, the effects of which would constitute an unreasonable restraint of trade or commerce.

P. NONWAIVER OF RIGHTS.

No delay or omission by the City to exercise any right in the contract at law or in equity shall constitute a waiver of such right or any other right in the contract, at law or in equity.

**Q. RIGHTS RESERVED.**

The City reserves the right to the following:

1. Waive minor deficiencies and informalities in Responses;
2. Accept or reject any or all Responses received as a result of this IFB;
3. Obtain information concerning any or all Respondents from any source;
4. Request an oral interview (potential video conference) before the selection review committee from any or all Respondents;
5. Select for Contract negotiation and/or award a Respondent other than that with the lowest bid if, in the judgment of the selection committee/ Board of Commissioners, the public's best interest shall be served; and
6. Negotiate with the successful Respondent with respect to any additional terms or conditions of the Contract.

**R. QUESTIONS.**

Any Interested Party may submit any question regarding this IFB in writing via e-mail to Angie Disponette at the address given in Section Two, paragraph A. All questions are due by **Monday, February 8<sup>th</sup> at 2:00 PM**. Phone calls shall not be accepted. The City shall send a copy of those questions and answers in writing to all identified Interested Parties and Respondents. The City shall determine the method of sending its answers, which may include regular U.S. mail, overnight delivery, fax, e-mail or any combination of the above. Only written responses or statements from the Office of Purchasing Division shall bind the City. No other means of communication, whether oral or written, shall be construed as an official response or statement from the City of Frankfort.

**S. CONTRACT TERM AND TERMINATION.**

The term of the awarded Contract shall be for a term of one year from contract effective date or project completion, or upon completion of all contracted services, whichever occurs first, and shall be subject to satisfactory performance, and at the sole discretion of the City. If the parties mutually agree in writing, the Contract may be extended until completion of all contracted services. The City may terminate the Contract in whole or in part whenever the City determines that the termination is in the best interest of the City. Termination shall be effected by delivery to the Contractor of a written notice of termination at least fifteen (15) days prior to the date of termination, specifying the extent to which performance of the Contract is terminated.



T. DISPOSITION OF RESPONSES.

All materials submitted in response to this IFB shall become the property of the City of Frankfort. One (1) copy of each Response shall be retained for the official files and shall become a public record after an award is made by the City.

U. RETENTION OF RECORDS.

The successful Respondent shall be required to maintain, for a period of five (5) years from the date of final payment to Respondent, all books and records pertaining to this IFB.

V. DISCLOSURE.

In compliance with the Kentucky Open Records Act, trade secrets or proprietary information submitted by a Respondent in connection with this IFB shall not be subject to public disclosure. However, the Respondent must invoke this protection prior to or upon submission of the data or other material, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary.

W. APPLICABLE LAWS AND REGULATIONS.

The Respondent shall comply with all applicable federal, state and local laws, rules, ordinances and regulations, Presidential directives and executive orders that are or may in the future become applicable to Respondent or the subject matter of the contract, and all such applicable requirements are hereby incorporated herein by this reference. Any litigation with respect thereto shall be brought in the Courts of the Commonwealth of Kentucky.

X. PAYMENT DISPUTE.

A Claim is a demand, or assertion, by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term Claim also includes other disputes and matters in question between the City of Frankfort/Frankfort Parks, Recreation and Historic Sites and the Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the claim.

Y. MEDIATION.

Claims, disputes or other matters in question between the parties to the awarded Contract shall be first subject to pre-suit mediation prior to the filing of any legal claims or litigation. Pre-suit mediation is a condition precedent to litigation. The obligation to mediate is a material and essential provision of this Contract.

Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any mediation or litigation, and the City shall continue to make payments to the Contractor in accordance with the Contract Documents.

Either party may initiate a mediation proceeding by submitting, a request in writing to the other party within a reasonable time after the claim, dispute or other matter in question has arisen, but in no event after the applicable statute of limitations has expired.

The parties shall endeavor in good faith to mutually agree upon an acceptable mediator. In the event the parties have not agreed upon a mediator within 30 days of the request for mediation, the City shall select a mediator. Each party is to bear its own fees, costs and expenses of said mediation.

In the event that mediation is unsuccessful, all claims, disputes or other matters in question shall be resolved in the Circuit or District Courts of the Commonwealth of KY located in Franklin County, Kentucky.

#### Z. LITIGATION.

In the event legal action is brought against the City or the Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and expenses incurred in that action from the non-prevailing party.

#### AA. MERGER.

Unless it has been issued by the City in response to an offer by Contractor, the awarded contract, including any exhibits or documents incorporated therein by reference, constitutes the final written expression of all the terms and conditions of the contract between Contractor and the City and is a complete and exclusive statement of those terms and conditions and supersedes all prior negotiations, representations or agreements, either written or oral, with respect to the subject matter of the contract, except those representations relating to warranties of quality. The awarded contract may only be modified in writing signed by the City.

#### BB. INDEMNIFICATION.

Respondent agrees to save, defend, keep harmless and indemnify the City and all of its officers, departments, agencies, agents and employees from and against all claims, loss, damage, injury, fines, penalties and cost – including court costs and attorney's fees, charges, liabilities and exposure, however caused – resulting from, arising out of, or in any way connected with the Respondent's negligent performance or nonperformance of the terms of this IFB / awarded Contract.

#### CC. KENTUCKY RESIDENTIAL BIDDER PREFERENCE.

The provisions of Kentucky's residential bidder preference laws, KRS 45A.490 to 45A.494 and 200 KAR 5:400, apply to a contract awarded pursuant to this Invitation for Bids, and are hereby incorporated by reference.

**DD. LOCAL PURCHASING PREFERENCE.**

Applicable provisions of the Local Purchasing Preference located in City of Frankfort Code of Ordinances §38.01 to 38.04 apply to a contract awarded pursuant to this Invitation for Bids.

**EE. ADDITIONAL CLAUSES INCORPORATED BY REFERENCE.**

OSHA 1970 (Public law 91-596) Safety Standards and Accident Prevention

KRS 45.610 – Hiring Minorities and Women

KRS 45.620 – Actions Against Contractor – Hiring Minorities and Women

KRS 45.630 – Termination of Existing Employees

KRS 45.640 – Reporting Compliance Breach

KRS 65.140 – Time for Payment

KRS 45.570; 45.590 – Nondiscrimination Clause

**FF. BUSINESS STATUS AND REGISTRATION REQUIREMENTS.**

In order to enter into a Contract with the City of Frankfort, Respondent must be properly licensed with the City of Frankfort to do business within the City. If the Respondent is already licensed, all of the applicable license accounts must be in "good standing" with the City. Good standing is defined as having all fees, including penalty and interest charges, relating to employee wages and business net profits, paid in full with appropriate reporting forms filed in the office of the City Occupational License Division. Inquiries can be directed to the License Division at 502-875-8504.

**GG. INSURANCE REQUIREMENTS.** Prior to entering into a Contract with the City of Frankfort, the successful Respondent must provide the appropriate insurance documentation required by the City, including a Certificate of Insurance showing proof of insurance, including Workman's Compensation and Liability.

Certificate Holder: City of Frankfort

315 W. Second Street

Frankfort, KY 40601 General Liability policy must be endorsed to provide there will be no cancellation or reduction in coverage without thirty (30) days prior written notice given to the City of Frankfort. Certificate of Insurance should be mailed to the corporate office of the City of Frankfort attention of Finance Department. If applicable to a specific project, reference the project number and project name on the Certificate. Copies of the Certificate forms showing compliance with the insurance requirements must be provided prior to commencement of work.

**HH. FAIR LABOR STANDARDS ACT.** Respondent(s) will adhere to the Fair Labor Standards Act.

- II. EQUAL OPPORTUNITY COMPLIANCE. Respondent(s) are required to be an equal opportunity employer.
- JJ. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION OVER \$25,000. Information can be found at the following website: [https://www.sba.gov/sites/default/files/tools\\_sbf\\_finasst1624.pdf](https://www.sba.gov/sites/default/files/tools_sbf_finasst1624.pdf).
- KK. REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY. Pursuant to KRS 176.085(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth (“certificate”) from the Secretary of State under KRS14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception. Foreign entity is defined within KRS 14A.1-070. For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity’s solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.
- LL. EQUAL OPPORTUNITY BIDDING: This is an equal opportunity bidding event and MBE/WBE firms are encouraged to respond.

### **III. TECHNICAL SPECIFICATIONS**

#### **CONTRACTOR QUALIFICATIONS:**

Proposing contractors or individuals (also the “contractor” or “firm” or “individual”) shall have experience in commercial public use splash pad aquatic structures, specifically and with heavy experience with re-circulating systems, as well as experience in designing and constructing commercial grade public use restrooms. Must have an office and architecture/engineering/design staff within 100 miles of Frankfort and have been in business for at least 5 years.

#### **PROJECT REQUIREMENTS:**

1) The bid shall include all necessary work for a turn-key project, including design, procurement, and installation of the scope of work concept and specifications provided below. This includes, but is not limited to:

- Architecture, engineering, design plans and any necessary stamped layouts, drawings, blueprints, etc.
- Full specification and technical information necessary for the construction of a re-circulating splash pad aquatic structure, potentially a flow through system, and renovations of restrooms.
- All permits, licensing, reviews by local, state and other authorities having jurisdiction, if necessary.
- Any needed mechanical, plumbing and electrical plans, designs, changes, construction, structures, etc.
- Assist with overseeing the construction process from beginning to end to ensure construction has adhered to the approved design plans and ensure necessary permits, licenses and reviews have been completed and filed.
- Follow up after construction is complete to ensure proper construction.

2) The owner’s expectation is to not have change orders, unless there are exceptional circumstances clearly beyond the contractor/firm’s control.

3) Contractor is responsible for verifying existing field / structure conditions. The area is accessible during normal business hours of 8:00 AM – 4:30 PM, M-F with 24 hours advance notice. Other days and hours are available by appointment.

4) Original layouts/drawings, utility locations, and other site information and specifications are not guaranteed to be available. They can be provided upon request if available. Copies of drawings are at the contractor’s expense.

5) Direct supervision of the design shall be provided by a professional architect/engineer/professional with substantial commercial public use splash pad aquatic structure experience, specifically with re-circulating system experience, as well as commercial grade public use restrooms. This person shall serve as the architect/engineer/professional of record. This person shall either be the direct employee or a subcontractor to the proposing contractor. They shall carry professional liability insurance.

6) Conduct an in-progress design review meeting with the owner before the half-way point of the design period to gain confirmation of design, type of materials, equipment, colors, and construction approach.

7) Coordination with the Frankfort Parks, Recreation & Historic Site staff regarding scheduling. The site superintendent is responsible to notify the Director of Parks of utility shutdowns or other potential park facility interruptions with 48 hours’ notice.

8) Develop and maintain a safety plan in accordance with the company's/ firm's/ individual's safety policies and OSHA and industry standards. Provide signage, barriers, and other precautions appropriate to protect the public.

9) All work shall be accomplished in accordance with applicable Federal, State, and Local Codes and restrictions. This contractor is responsible for securing and paying any fees associated with the required inspection of this work. Copies of all approved inspections shall be presented to The Owner.

## **SUBMITTAL REQUIREMENTS:**

### **Bid submittal shall include the following:**

- 1) Turn-key price for base scope.
- 2) Company information: ownership, brief history, locations.
- 3) Up to three (3) reference projects of similar type and scope.
  - a. Project name, customer, location, date
  - b. Cost
  - c. Customer reference familiar with the project, phone and email contact information.
- 4) Resumes of at least two (2) key personnel that will actually work on the project. Indicate primary contact, project manager, job foreman, and professional/engineer of record. Indicate whether design will be in-house or sub-contracted.
- 5) Project Schedule. The owner's intent is to start construction as soon as possible. Dolly Graham Park will be accessible from approx. 8AM – 4PM. Indicate the number of calendar days the facility is expected to be unusable by the public. The contractor shall submit a preliminary work schedule, as well as a desired payment schedule along with the bid.
- 6) Warranty duration and terms, for materials and labor, if applicable.
- 7) Service capabilities: location of service office or personnel, expected response time, general cost associated with service calls and other service components.
- 8) For all project inspections (if necessary) – documenting inspections with a summative field report is required at startup, interim 50% completion, and upon final inspection.
- 9) Splash Pad Aquatic Structure and restroom equipment type and specifications, durability, life expectancy, weather rating, maintenance, long term maintenance cost, etc.
- 10) Upon an approved executed contract, a 100% Performance and Payment Bond may be required of the contractor.

## **PROGRESS REPORTING**

The company/firm/individual and the City's Project Manager shall hold progress meetings as often as necessary, but in no case less than once per 2 week period until the final plan is approved by the City Manager and City Commission for the purpose of progress reporting. The company/firm/individual shall supply the Project Manager with at least one (1) copy of all completed or partially completed reports and/or plans as deemed necessary by the Project Manager at least three (3) working days before each progress meeting. The Project Manager shall schedule the meetings, as necessary, at key times during the development of the design plans and construction.

## **PERFORMANCE TIMELINE & MILESTONES**

- The contractor will provide the City with a final work plan including timeline within 15 business days of the award of the contract.
- Within five (5) business days following approval of the Detailed Work plan, Contractor shall conduct one (1) orientation meeting with Project Manager to review the work plan, timeline and details of the process.
- The contractor will hold regular in person meetings (or video conference) as needed with the Project Manager to review progress, present information, and recommend direction for the remaining portions of the project. Completed portions of the project shall be submitted in draft form to Project Manager for review. These meetings will occur as needed but not less than twice a month throughout the project period.

## **IV. PROJECT TENTATIVE SCHEDULE\*:**

- IFB Advertised and Available: Monday, January 25<sup>th</sup>, 2021
- Deadline for Questions: Monday, February 8<sup>th</sup>, 2021
- IFB Submissions Due: Thursday, February 11<sup>th</sup>, 2021
- Awarded by City Commission: Monday, February 22<sup>nd</sup>, 2021

\*Schedule is subject to change. Notice will be given to all respondents.

## **V. SELECTION PROCESS**

An evaluation committee will review each Response for completeness and content. The award of this bid will be made on the basis of the lowest and best evaluated bid price. Other key factors include specific experience with re-circulating splash pad systems, overall qualifications and approach to the project.

The selection committee will make a recommendation or series of recommendations to the Board of Commissioners of the City of Frankfort. The Board of Commissioners will make the final determination regarding award of a Contract or Contracts in relation to this IFB.

The City of Frankfort reserves the right to accept or reject any and all Responses. The City of Frankfort also reserves the right to waive any informality or irregularity in any Bid. Additionally, the City of Frankfort may, for any reason, decide not to award an agreement as a result of this sealed IFB or cancel the IFB process. The City of Frankfort shall not be obligated to respond to any Response submitted, nor be legally bound in any manner by the submission of the Response. The City of Frankfort reserves the right to negotiate project deliverables and associated costs.

Interested Respondents must submit via e-mail or DemandStar.

Angie Disponette, Purchasing Agent [Adisponette@frankfort.ky.gov](mailto:Adisponette@frankfort.ky.gov)

City of Frankfort

315 West Second Street

Frankfort, Kentucky, 40602.

**Submittal must be received no later than 2:00 p.m. on Thursday, February 11<sup>th</sup>, 2021.**