

CITY OF COVINGTON, KENTUCKY

REQUEST FOR PROPOSALS

Neighborhood Development Code

City of Covington, Kentucky

20 W. Pike Street
Covington, KY 41011

Issue Date: April 20, 2018

Mandatory Pre-Submittal Meeting: Wednesday, May 2, 2018 @ 11 AM in the City Hall Council Chambers located at 20 W. Pike Street, 1st Floor, Covington, KY. The City will offer an opportunity to join this meeting electronically. For those choosing this avenue, please send an e-mail requesting the contact instructions to: akoenig@covingtonky.gov

Submission Deadline: Wednesday, May 23, 2018 @ 12:00 PM (Noon)

REQUEST FOR PROPOSALS

The City of Covington (the “City”) is seeking qualified firms to create a development code which integrates form or character-based zoning and historic preservation regulations in the city.

The City will consider proposals from firms or teams of firms that have extremely strong experience in developing smart codes, form-based codes, character-based codes, and historic preservation guidelines.

There will be two components to proposal submissions:

Part I – Qualifications Submittal

Firms shall be required to submit evidence of their qualifications to perform the services described herein. The qualification submission requirements are further described on the following pages.

Part II – Proposals

With their submissions, firms shall include a proposal including a project approach detailed scope of services, a list of interim and final deliverables, communications strategy, and total cost of the services proposed.

- A. **Evaluation**: Pursuant to KRS 45A.370, the use of competitive bidding is not practicable and specifications cannot be made sufficiently specific to permit award on the basis of either the lowest bid price or the lowest evaluated bid price. As such, evaluation and selection of the firm or firms will be in accordance with the evaluation criteria specified in this RFP under the section entitled “EVALUATION CRITERIA & SELECTION PROCEDURES “, which is found later in the instructions.
- B. **Questions and Answers**: Technical questions during the time qualification packets are being put together may be addressed **IN WRITING ONLY** to: Tom West, Economic Development Director: twest@covingtonky.gov.

No verbal requests for clarification or information will be accepted. All such requests must be made in writing. All such requests must be submitted to Tom West. All questions and clarifications will be answered in one written addendum, to be issued no later than Wednesday, May 9, 2018, to all parties who have been issued a copy of this RFP and have been duly recorded as having received a copy in the RFP distribution log. Please include your e-mail address with your query submission.

Deliver all submissions in response to this RFP to:

City of Covington, KY
Economic Development Department
20 W. Pike St.
Covington, KY 41011.

PLEASE NOTE: ALL SUBMITTALS SHOULD BE CLEARLY MARKED:

COVINGTON NEIGHBORHOOD DEVELOPMENT CODE PROPOSALS.

Deadline for Submissions: Wednesday, May 16, 2018 by 12:00 PM (Noon) Eastern Daylight Time. A submission received after this date and time will not be considered further in the process.

Number of Copies: Submit a total of six (6) hard copies of the submittal; one (1) original (with signatures) labeled "Original" and five (5) hard copy duplicates. One USB flash drive with an electronic copy of the package in .pdf format is also required. The .pdf copy should be a single document containing all of the pages in the hard copy submittal. Please focus on submitting materials that highlight the experience of the firm or firms and other requested qualification credentials requested for this project.

All packages should be bound and tabbed as follows:

PART I - Qualifications

- A) **INTRODUCTORY LETTER:** The letter must identify the firm or firms comprising the team, clearly identifying the project manager, and signed by an officer, managing member or the general partner of the firm. The letter should identify the respective relationships if multiple firms are involved in this project.
- B) **FIRM DESCRIPTION:** Please provide a brief overview of the firm or firms' history.
- C) **TEAM EXPERTISE:** Brief description of general qualifications, the multi-disciplinary nature of the team assembled for this project, specific evidence of relevant experience creating character or form-based codes, historic preservation guidelines, and a listing of key personnel that would be available to work on this project.
- D) **PROJECT TEAM:** Please provide an organization chart demonstrating the structure of the project team. Provide resumes/bios of all key members of the team with project manager clearly identified.
- E) **PROJECTS EXAMPLES:** Summary of form-based code projects in progress or completed, with the following information for each code:
 - a. Name of Client (community, city, county, region, etc.)
 - b. Reference – individual's name, with current contact information
 - c. Current status of code (drafting in progress; drafting completed; adopted, etc.)
 - d. Description of the challenge and how the team addressed it
 - e. Nature of public involvement in formulation of code
 - f. Size and scale of geographic area
 - g. Type of development (greenfield? infill/redevelopment? city-wide code?)
 - h. Type of code
 - i. Mandatory (integrated into existing code, or freestanding?)
 - ii. Optional "parallel" code?
 - iii. Floating-zone code?
- F) **SAMPLE CODE DOCUMENT:** Please include one or more sample code documents selected from the list of comparable projects. If this document is the code as originally proposed by Consultant, please also include the code as formally adopted by the municipality and a brief

explanation of differences between the two. Photos of designed or built results of the code are encouraged but must be accompanied by a description of their specific relationship to the form-based coding process.

- G) **OTHER SUPPORTING DOCUMENTATION:** The successful submitter must be familiar with – or become familiar with – all of the information contained in the RFP. An optional narrative of up to one-page demonstrating the team’s understanding of Covington’s unique character and challenges is welcome.

PART II - Proposal

- A) **PROJECT APPROACH:** The City is looking for a proposed project approach that will include general timelines and outlines the tasks required to complete the scope of work. This scope should include the recommended frequency and length of advisory committee meetings, recommended public/private stakeholder engagement activities and major project milestones.
- B) **SCOPE OF WORK:** Provide a detailed scope which includes a brief description of each proposed task, with connected interim and final deliverables. If the scope includes any optional tasks or deliverables, please be sure those are clearly identified.
- C) **PROJECT SCHEDULE:** In graphic format, please provide a project schedule identifying major tasks and deliverables/project milestones.
- D) **COMMUNICATIONS STRATEGY:** Please describe the method and frequency your team will communicate with the City’s project manager, the steering committee, stakeholder groups, and the general public. Please describe any role or how you would engage the City’s Communication Manager.
- E) **FEE:** Provide a lump sum/not-to-exceed fee inclusive of all labor and expenses for the scope proposed. If the proposed scope contains any optional tasks or deliverables, please list those separately with a cost for each option.

SCOPE OF SERVICES

Covington is a city of 40, 797 located in northern Kentucky directly across the Ohio River from Cincinnati. The settlement of Covington was founded in 1814 and is made up of numerous local and nationally designated historic districts. Business districts of various size and character dot the city including the historic central business district, the German-themed Mainstrasse Village, Latonia with its small historic downtown adjoining a suburban-style shopping plaza and more conventional suburban character of the southern portion of the city. The eclectic nature of our neighborhoods reflect architectural styles from every period of the city’s history and are highly valued as defining the identity of the community. These include the iconic Ascent residential tower designed by renowned architect Daniel Libeskind as well as the Covington Townhouse, a historic form of narrow house so intrinsic to the city its design was named for the city. Recent development has focused on revitalizing neighborhoods and districts by focusing on walkability, less dependence on automobiles, adaptive re-use of historic structures, preservation and infill development.

The goals of the unified development code project are:

1. Develop a code that is tailored to the character and development patterns of existing neighborhoods and districts.
2. Encourage more investment in preservation and good development by streamlining the process.
3. Create a code that is focused on what the community desires vs what is not allowed.
4. Build a code that is simple, understandable and defensible.
5. Focus the regulations more on how structures appropriately address the public realm than the uses within.

PRIMARY WORK PRODUCT: This contract will result in a proposed character or form-based development code, meant to supersede (either entirely or in part) the present zoning ordinance and other local land development regulations that apply to the City of Covington, Kentucky. This code is to provide consistent results in maintaining neighborhood character, encouraging and facilitating redevelopment, historic preservation and appropriate infill development, and supporting the development of the community and the local economy.

1. INITIAL REVIEW AND ANALYSIS

- a. **Initial Steering Committee Meeting.** The Consultant will meet with the Steering Committee composed of city staff, elected officials, representatives from local development review boards, citizens, business owners and developers, to establish relationships, refine project scope and timeline, describe community engagement and outreach, and establish communication and responsibility protocols.
- b. **Community Analysis.** The Consultant will become familiar with the physical, social, and economic context of Covington’s neighborhoods and the historic patterns of urbanism, architecture, and development in the surrounding region.
- c. **Document Review.** The Consultant will become familiar with the following documents:
 1. *Covington, Kentucky Zoning Ordinance* (As Amended, Adopted August 15, 2006)
 2. *Historic Covington Design Guidelines* (Adopted June 24, 2014)
 3. *12th Street Design Guidelines* (2008)
 4. *Kenton County Subdivision Regulations* (Adopted October 1, 2015)
 5. *City of Covington: Zoning Code Diagnostic* (2016)Links to these documents are provided at <https://www.covingtonky.gov/forms-documents/view/rfp-neighborhood-development-code>
- d. **Existing Plans Review.** The Consultant will become familiar with the following adopted studies and plans guiding the development of the city and specific areas within it:
 - *Covington City Center Action Plan* (May 2012)
 - *City of Covington Riverfront Opportunities Plan* (February 2016)
 - *Latonia Small Area Study* (February 2011)
 - *Linden Gateway Small Area Study* (November 2008)
 - *Jackson Square Strategic Investment Plan* (July 2016)
 - *Orchard Park Redevelopment Plan* (July 2016)
 - *Roebbling Point Plan* (Adopted September 7, 2010)
 - *Direction 2030: Your Voice. Your Choice* (As Amended)

Links to these documents are provided at <https://www.covingtonky.gov/forms-documents/view/rfp-neighborhood-development-code>

- e. **Community Kick-Off Meeting(s).** The Consultant will prepare and lead one or more events with residents, property owners, business owners, community leaders, and other stakeholders to introduce the project. The Consultant will provide a project timeline, an outline of the goals and objectives, and a description of the fundamentals of a character-based development code and what this type of code is attempting to achieve.

2. DRAFTING THE NEIGHBORHOOD DEVELOPMENT CODE

- a. **Identify Neighborhoods and Subdistricts.** The Consultant will work with city staff to present to the Steering Committee proposed neighborhoods and subdistricts within them. These boundaries will be subject to alteration as the Neighborhood Development Code draft process unfolds.
- b. **Develop Design Parameters for the Neighborhood Development Code.** The Consultant will identify key design elements capturing the character of each neighborhood and subdistrict, such elements include, but are not limited to: building types and forms, streetscaping and sidewalk standards, historic preservation guidelines, use regulations as needed, parking, signage, lighting, and landscaping. Each neighborhood subject to the Neighborhood Development Code should include the following:
 - Overview of Neighborhood including description of the boundaries, guiding principles, intent, and explanation of the regulations and review process in clear language accessible and useable by the general public.
 - Regulating Plan graphically illustrating the location of the neighborhood within the city and any subdistricts within the neighborhood. The Regulating Plan shall also include the allowed building types and forms with development standards governing building setback or build-to lines, lot area, and height requirements.
 - Other Standards as appropriate to govern architectural and historic elements such as entry features, fenestration, and massing, building materials, landscaping, off-street parking, signage, and lighting.
- c. **Develop and Refine Uses.** The Consultant will review the existing zoning code and propose an updated array of land uses reflecting both the historical patterns in the city's neighborhoods and emerging entrepreneurial uses such as short-term property rentals, small-scale manufacturing/makerspace, and temporary/pop-up commercial uses.
- d. **Review and Integration of Historic Preservation Guidelines.** The Consultant will review the existing *Historic Covington Design Guidelines* and will make recommendations for revisions. The consultant will propose one or more options for possible integration of the *Historic Covington Design Guidelines* into development standards for neighborhoods containing locally designated historic districts. In cooperation with City Staff, coordination will occur with the Kentucky Heritage Council (KHC) to ensure that any revisions to the *Historic Covington Design Guidelines*, and any integration into the Neighborhood Development Code are consistent with KHC's policies and requirements for Certified Local Governments.
- e. **Consistency with Other Plans, Policies, and Development Regulations.** The Consultant will review the proposed Neighborhood Development Code for consistency with all adopted plans and policies of the city, the *Kenton County Subdivision Regulations*, and *Direction 2030: Your Voice. Your Choice*.

- f. **Guide to Using the Neighborhood Development Code.** The Consultant will incorporate into the Neighborhood Development Code a guide for the use of property owners, developers, and the general public on processes, procedures, and definitions necessary for understanding, accessing, and utilizing the code.
- g. **Applications, Review Tools, and Templates.** The Consultant will develop and provide to city staff draft applications, and tools/templates for reviewing applications for approvals under the Neighborhood Development Code.

3. **REFINING THE NEIGHBORHOOD DEVELOPMENT CODE**

- a. **Presentation of Initial Draft.** The Consultant will present initial draft of the Covington Neighborhood Development Code in order to receive comments and direction. This initial draft shall be presented to the Steering Committee for review and direction and then in one or more public meetings for comments and review by the public.
Additional Revisions. Consultant will be responsive in providing revisions as directed by the Steering Committee and completion of a final draft for submission through the plan review and approval process.

4. **APPROVAL PROCESS.**

- a. **Public Hearing Presentations.** The Consultant will make formal presentations to the Kenton County Planning Commission and the Covington City Commission.
- b. **Additional Revisions.** The Consultant will be responsible for up to two rounds of revisions resulting from comments and input from the presentations to the Kenton County Planning Commission and Covington City Commission. City staff will be responsible for collecting comments, questions, and suggestions for these modifications from various sources and consolidating items for revision or response.

PROPOSED PROJECT TIMELINE*

Friday, April 20, 2018:	Request for Proposals Advertised
Wednesday, May 2, 2018:	Pre-submittal Meeting for Potential Proposers
Friday, May 4, 2018	Deadline for submitting questions
Wednesday, May 9, 2018	Responses to questions posted
Wednesday, May 24 2018:	Proposal Deadline
Week of June 18-22, 2018:	Consultant Interviews with Selection Panel
Wednesday, June 27, 2018:	Consultant Selection by Selection Panel
Tuesday, July 10, 2018:	Presentation of Selected Consultant and Contract to City Commission
Wednesday, July 18, 2018:	Notice to Proceed
August 2018:	Initial Steering Committee Meeting
September 2018:	Community Kick-Off Meeting(s)
March 2019:	Presentation of Initial Draft/Public Meeting(s)
May 2019:	Kenton County Planning Commission Public Hearing
June 2019:	Covington City Commission Public Hearing
July 2019:	Adoption of Neighborhood Development Code

*Timeline is subject to change.

BASIC QUALIFICATIONS AND REQUIRED COMPLIANCE

Only firms meeting the following basic qualifications will be considered. Any submission not meeting these criteria will be deemed non-responsive and further review will end. The basic qualifications are as follows:

- 1) At least five (5) years of validated and professional experience in preparing municipal form-based codes that regulate development and redevelopment in other communities.
- 2) Demonstrated experience in stakeholder engagement.
- 3) Demonstrated understanding of the challenges of Covington's present zoning ordinance as applied to the stated goals of this project.
- 4) Demonstrated knowledge of working in cities with historic significance and a variety of development patterns and character districts.

- 5) Demonstrated experience working on local historic preservation regulations.
- 6) An understanding of planning and zoning law and development code implementation processes.
- 7) Demonstrated capacity to complete complex initiatives on time and within budget.
- 8) Experience in building community consensus to support innovative regulatory structures.
- 9) Strong graphic skills.
- 10) Strong skills in written and oral communication.
- 11) Experience in identifying, evaluating, codifying, and explaining the essential qualities of community design and character.

EVALUATION CRITERIA & SELECTION PROCEDURES

Each submittal will be evaluated by a selection committee. The selection committee will review only those qualifications of firms submitting responsive packages, as described above. The selection committee may choose to conduct interviews with proposers deemed reasonably susceptible for selection of award prior to making a recommendation to the City Commission for final approval.

ONLY QUALIFICATIONS PACKAGES WHICH MEET ALL OF THE SUBMISSION REQUIREMENTS DESCRIBED ABOVE IN THIS RFP WILL BE CONSIDERED. PROPOSALS WITH INCOMPLETE OR MISSING CONTENT WILL BE REJECTED PRIOR TO SCORING.

The selection committee will evaluate proposals based on the following criteria:

- Relevant Form-based Code Experience (20 points)
- Experience in Historic Preservation Regulations (20 Points)
- Project Team (15 points)
- Project Approach & Scope(25 points)
- Fee (10 points)
- Overall Quality of Submission (10 points)

Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City based upon the evaluation factors set forth above and the reciprocal preference for resident bidders required by KRS 45A.494. The provisions of KRS 45A.490 to 45A.494 are specifically incorporated into this RFP by reference.

EXPLANATION OF ADDITIONAL MATERIALS TO BE INCLUDED IN SUBMISSION

- **CERTIFICATIONS** – All submissions must include the following certifications to support:
 - A) *Certification Regarding Debarment, Submission, and other Responsibility Matters* (Exhibit A);
 - B) *Certification Regarding Lobbying* (Exhibit B);
 - C) *Non-collusion Affidavit* (Exhibit C);
 - D) *Campaign Finance Affidavit* (Exhibit D);
 - E) *Certification Regarding Outstanding Litigation* –prepared on the submitter’s letterhead, listing **ALL** outstanding litigation that the firms involved in the submission is involved in.

Exhibits “A” through “D” can be found at the end of this packet.

GENERAL TERMS AND CONDITIONS

Acceptance of Terms and Conditions – By submitting a response to this RFP, the submitter acknowledges and agrees to be bound by these General Terms and Conditions.

Assignment of Contract – The successful submitter shall not assign or subcontract any portion the final project contract without the express written consent of the City. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the City shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the City.

No Waiver – No failure or delay by the City in exercising thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by the City in exercising any right, remedy, power or privilege under or in respect of this contract shall affect the rights, remedies, powers or privilege under on in respect of this Contract shall affect the rights, remedies, powers or privileges of the City hereunder or shall operate as a waiver thereof.

Authority to do Business – Submitter must be a duly organized and authorized to do business under the laws of the Commonwealth of Kentucky and of the City of Covington, KY. Submitter must be in good standing and have full legal capacity to provide the services specified under this Contract. The Submitter must have all necessary right and lawful authority to enter into any Final Agreement for the full term.

Non-Appropriation – In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under any Final Agreement, then the City will notify the Prevailing Submitter of such occurrence and the Final Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under the Final Agreement are exhausted. No payments shall be made or due to any Prevailing Submitter under any Final Agreement beyond the amounts that are appropriated and budgeted by the City to fund payments hereunder.

Claims Against the City – In consideration for the right to respond to this RFP, the Submitter waives any claim, liability or expense whatsoever against the City and its Staff, Commissioners and agents by reason of any or all of the following: Any aspect of this RFP, the Selection Process or any part thereof, any informalities or defects in the Selection Process, the failure to enter into any agreement, any statements, representations, acts or omissions of the City, the exercise of any discretion set forth or concerning any of the foregoing, and any other matters arising out of all or any of the foregoing.

Force Majeure – Neither party shall be considered in default in the performance of its obligations under any Final Agreement to the extent that performance of its obligations is prevented or delayed by any

cause beyond its reasonable control, including, without limitation, acts of God; acts or omissions of governmental authorities or the other party, strikes, lockouts or other epidemics; floods; hurricanes; tornadoes; and any other similar acts, events, or omissions. When determined that *force majeure* results in a delay of the work to be provided under any final agreement resulting from this RFP (the “Work”), the date of delivery or performance of any other obligations of the Prevailing Submitter shall be extended for a period of equal duration to the time lost by reason of the delay. Prevailing Submitter shall notify the City in writing within ten (10) calendar days after recognition of the occurrence of any event that Prevailing Submitter believes will result in a delay. In the absence of such notification, Prevailing Submitter waives the right to claim that Work was delayed by the occurrence of such event. If, however, Prevailing Submitter’s performance of other obligations is delayed, or it is reasonable to anticipate that performance will be delayed, for a continuous period of six (6) months from the scheduled date for performance, City shall have the right, in its discretion, to cancel the Agreement upon payment to Prevailing Submitter for work performed up to the time of cancellation.

Governing Law – This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any dispute arising under this Agreement shall be resolved in a court of competent jurisdiction in Kenton County, Kentucky.

Prohibition against Conflicts of Interest - By submitting a proposal, the Submitter affirms that is aware of the prohibition against conflicts of interest, gratuities, and kickbacks as set forth in KRS 45A.455, and agrees not to violate these provisions. The provisions of KRS 45A.455 are specifically incorporated herein by reference.

CITY’S RIGHTS

In addition to the rights available at law or equity, under this Request for Proposals the City shall have the following rights:

Right to Substitute or Modify Specifications –Throughout the Selection Process, the City shall have the right, in its sole discretion, to modify the specifications provided herein. Such modification shall include the ability to add, substitute or remove items from each sub-part for any reason.

Right to Modify the Selection Process – The City reserves the right at any time and from time to time, and for its own convenience, in its sole and absolute discretion, to modify or suspend any and all aspects of the Selection Process, including, but not limited to this RFP, and all or any portion of the Selection Process in or subsequent to the RFP; to obtain information from any successful applicant, to waive any defects as to form or content of this RFP or any other step in the Selection Process; to reject any and all responses submitted; to reissue the RFP; procure the desired services by any other means or not proceed in procuring the services; to negotiate with any, all or none of the respondents to this RFP as to fees, scope of services, or any other aspect of the RFP or services; to negotiate and modify any and all terms of an agreement; and to accept or reject any applicant for entry into a Final Agreement.

Cancellation – It is the intention of the City of Covington to purchase material from sources of supply that will give prompt and convenient service. Any failure of the Prevailing Submitter to satisfy the requirements of the City of Covington shall be reason for termination the Final Award. Any bid may be rejected in whole or in part for good cause when in the best interest of the City of Covington.

Quality Terms – The City of Covington reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damages.

Budgetary Constraints; Modification – The City of Covington reserves the right to reduce or increase the quantity, retract any item from the submission, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

The Right to Audit – The Prevailing Submitter agrees to furnish such supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the project, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the Submitter’s records pertaining to the work/product for a period of three (3) years after final payment.

INTERPRETATION

Terms and Conditions Incorporated – In the event of conflicting terms, the documents relating to this RFP shall have the following priority:

- 1) The Final Agreement
- 2) City’s Specifications
- 3) General Terms and Conditions
- 4) Submitter’s Specifications and Agreements

LEGAL REQUIREMENTS AND REGULATIONS

Tax-Exemption – The City of Covington, KY is exempt from sales tax and Federal Excise Tax: Certificate Number 61-6001804.

Compliance with Legal Requirements – The Prevailing Submitter agrees to comply with all statutes, rules and regulations governing safe and healthful working conditions, including Occupational Health and Safety Act of 1970, 29 U.S.C. 650, et. seq., as amended, and KRS Chapter 338. The Prevailing Submitter also agrees to notify the City in writing immediately upon detection of any unsafe and/or unhealthful working conditions at all job sites.

Royalties & Patents – The Prevailing Submitter shall pay all royalties and license fees for equipment or processes in conjunction with the equipment he/she is furnishing. He/she shall defend all suits or claims

for infringement of any patent right and shall hold the City of Covington, KY harmless from loss on account thereof and cost and attorney's fees incurred therefore.

Good Standing – By submitting its proposal, the Submitter affirmatively states that there are no actions, suits or proceedings of any kind pending against the Submitter or, to the knowledge of the Submitter, threatened against the Submitter before or by any court, governmental body or agency or other tribunal or authority with would, if adversely determined, have materially adverse effect on the authority or ability of the Submitter to perform its obligations under any Final Agreement, or which question the legality, validity or enforceability hereof or thereof.

Occupational License – Pursuant to Chapter 110 of the Covington Code of Ordinances, any Prevailing Submitter must obtain a City of Covington, KY Occupational License prior to executing a Final Agreement with the City.

Code of Ethics – With respect to this RFP, if any submitter violates or is a party to a violation of the Code of Ethics of the City of Covington, KY, or the City's procurement regulations and/or the Commonwealth of Kentucky statutes, such submitter may be disqualified from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals or bids for goods and services for the City of Covington, KY.

Open Records – All submissions shall be subject to the Kentucky Open Records Act, KRS. 61.870, et seq. Any submitter that wishes to protect certain materials must mark the pages that it wishes to protect with the **CONFIDENTIAL TRADE SECRETS** and include an explanation of the reason that the disclosure of the materials would present an unfair advantage to competitors. Upon receipt of an open records request the City shall make every effort to protect materials so marked, but makes no representation as to any ability to prevent disclosure as all open records decisions are subject to the final decision of the Kentucky Attorney General.

Legal Requirements – It shall be the responsibility of each submitter and supplier to assure compliance with an OSHA, EPA and/or Federal, Commonwealth of Kentucky and City of Covington, KY rules, regulations or other requirements, as each may apply.

Insurance Requirements – The Prevailing Submitter must meet the following insurance requirements, which include procuring policies of the types and in the amounts provided below:

- A) **Worker's Compensation** – The Prevailing Submitter must carry a worker's compensation policy in an amount that satisfies the statutory limits under Kentucky Law.
- B) **General Liability Insurance** –The Prevailing Submitter must carry general liability insurance in an amount not less than \$1,000,000.00 aggregate coverage and \$500,000.00 per incident.
- C) **Automobile Insurance** – The Prevailing Submitter must carry automobile insurance in the Commonwealth of Kentucky.

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By the submission of this proposal, the prospective primary participant certifies to the best of his/her knowledge and belief, that it and its principals:

(A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(B) Have not, within a three-year period preceding this proposal, been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(C) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and

(D) Have not, within a three-year period preceding this Request for Qualifications, had one or more public transactions (Federal, State or local) terminated for cause or default.

Name of Organization

Signature and Date

Typed or Printed Name

Title

Subscribed and sworn to before me

this day of , 20__.

My Commission expires , 20__.

EXHIBIT B

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his/her knowledge and belief, that:

(A) No federally appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(B) If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit *Standard Form-LLL, Disclosure Form to Report Lobbying*, in accordance with its instructions.

(C) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Organization

Signature and Date

Typed or Printed Name

Title

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

My Commission expires _____, 20__ .

EXHIBIT C

NON-COLLUSION AFFIDAVIT OF RFP SUBMITTER

AFFIDAVIT OF PRINCIPAL CONTRACTOR

STATE OF _____ :

SS:

COUNTY OF _____ :

_____ being first duly sworn, deposes and says that he/she is

(Sole Owner/Partner/President/Secretary/Other Title)

of _____, who on _____, 20__
(Name of Submitter) (Date Bid Submitted)

submitted to

a proposal as set forth in the attached copy; that all statements of fact in such proposal are true; that such submission was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such submission is genuine and not collusive or sham; that said submitter has not directly or indirectly, by agreement, communication of conference with anyone attempting to induce action prejudicial to the interests of the public body which is to award the contract, or of any other submitter or anyone else interested in the proposed contract; and further, that prior to the public opening and reading of proposals, said submitter,

- (a) did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- (b) did not directly or indirectly, collude, conspire, connive or agree with anyone else that said submitter or anyone else would submit a false or sham proposal, or that anyone should refrain from submitting or withdraw his/her proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said submitter or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or that of anyone else;

(d) did not, directly or indirectly, submit his bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership of other financial interest with said submitter in his/her business; and

(e) did not include in his/her bid price any fees, dues, charges, or assessments because required to do so by reason of his/her membership in or affiliation with any association, organization, corporation, partnership, company, individual or group of individuals, or because of any agreement or understanding with anyone that he/she would do so.

Signed:

Printed Name:

Title:

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

(SEAL OF NOTARY HERE)

Notary Public in and for

My commission expires _____ .

EXHIBIT D

CAMPAIGN FINANCE AFFIDAVIT OF SUBMITTER

AFFIDAVIT OF PRINCIPAL CONTRACTOR

STATE OF _____ :
SS:
COUNTY OF _____ :

being first duly sworn, deposes and says that he is

(Sole Owner/Partner/President/Secretary/Other Title)

of _____, who on _____, 20____,
(Name of Submitter) (Date Bid Submitted)

submitted to
a proposal as set forth in the attached copy; that submitter has not knowingly violated any provision of
the campaign finance laws of the Commonwealth and the award of a contract to the prevailing
submitter would not violate any provision of the campaign finance laws of the Commonwealth.

Signed:

Printed Name:

Title:

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

(SEAL OF NOTARY HERE)

Notary Public in and for

My commission expires _____.