

CITY OF COVINGTON, KENTUCKY
REQUEST FOR QUALIFICATIONS/PROPOSALS

**Development & Guiding a Strategic Planning Process for the Covington Central
Riverfront Strategic Master Plan**

City of Covington, Kentucky
20 W. Pike Street
Covington, KY 41011

Issue Date: January 31, 2018

Mandatory Pre-Bid Meeting: February 15, 2018 @ 10:30 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: djohnston@covingtonky.gov

Submission Deadline: February 28, 2018 @ 12:00 PM (Noon)

REQUEST FOR QUALIFICATIONS

The City of Covington (the “City”) is requesting proposals from qualified firms to guide a strategic planning process for the north-central portion of the City, an area anchored by the soon-to-be closed 23-acre IRS Processing Center and envisioned to serve as the connector to Riverfront Commons, Mainstrasse and West Covington. This area is a key commercial area in the north end of the City. It is located adjacent to the Ohio River levee and adjacent to the Northern Kentucky Convention Center.

The City will consider qualifications from firms or teams of firms that have extremely strong experience in directing community-based strategic planning initiatives, particularly with initiatives dealing with redevelopment efforts within urban core and/or riverfront communities.

The City may select firms to undergo further review.

- 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 RFQ 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: David W. Johnston, City Manager: djohnston@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 David W. Johnston. All questions and clarifications will be answered in one written addendum, to be issued no later than Monday, February 5, 2018, to all parties who have been issued a copy of this RFQ and have been duly recorded as having received a copy in the RFQ distribution log. Please include your e-mail address with your query submission.

Submit all submissions in response to this RFQ to:

City of Covington, KY
Covington City Manager’s Office
20 W. Pike St.
Covington, KY 41011.

PLEASE NOTE: ALL ENVELOPES SHOULD BE CLEARLY MARKED: COVINGTON CENTRAL RIVERFRONT STRATEGIC PLANNING PROCESS.

Deadline for Submissions: Wednesday, February 28, 2018 by 12:00 PM (Noon). A submission received after this date and time will not be considered further in the process.

Number of Copies: Submit one (1) original (with signatures) labeled “Original”, nine (9) hard copy duplicates and a copy on a flash drive in .pdf format. Please present a complete, effective and professional response to this solicitation. Please focus on submitting materials that highlight the experience of the firm or firms desired for this project. Elaborate supporting materials or expensive visual and other presentation aids neither necessary nor desired.

All proposal packages should be bound and tabbed as follows:

- A) Introductory Letter.
- B) Examples of Experience in Community-based Planning Processes.
- C) Resumes/Vita of all members of the team with project manager clearly identified.
- D) Contact information of individuals that will serve as your formal references that can talk in-depth of your experience.
- E) Other Supporting Documentation: The successful submitter must be familiar with – or become familiar with – all of the information contained in the RFQ, understand the history of the IRS Center site (before the development of the IRS Center), evidence of solid urban core redevelopment experience and of an effective network of economic redevelopment professional and the public and private property conveyance processes managed by the General Services Administration of the federal government of the United States.
- F) The City is looking for a proposed project approach that will include 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.

SCOPE OF SERVICES

The prevailing firm or firms will be expected to work cooperatively with the City to guide a community-based strategic planning process that will achieve the following:

- Work with a locally appointed advisory committee and City staff to guide this process;
- Fully engage the community and all necessary stakeholders to generate ideas, educate and garner support for various recommendations developed from the process.
- Work with the City staff to take the work gleaned from this process and develop policy initiatives for City Commission consideration and approval, i.e. a vision derived from the master plan process, unique zoning code recommendations and ideas to strategically market the plan to possible investors.
- Be responsible for all drawings, designs, work sheets, presentation materials, and other related services needed to support the work of this project.
- Gather as much material (structural, environmental, legal, etc.) related to this site as may be available locally, and from the General Services Administration or the Internal Revenue Service.

- Meet with officials of the City, Kenton County, Planning & Development Services of Kenton County, the Northern Kentucky Convention and Visitors Bureau, and others, as needed, to gather information, share ideas for further consideration and present outlines of the needs and/or approval processes each public agency manages.
- Review and integrate all relevant plans, proposed and current developments within the neighboring districts into the planning process, including Mainstrasse, Mutter Gottes, Riverfront Commons, West Covington and the central business district.
- The strategic master plan shall include, at a minimum, concepts and recommendations for land use, zoning, transportation (including motor vehicle, pedestrian and bicycle facilities), public facilities (buildings and other types of spaces), public sector development sites, private development sites, ideal mix of uses, building masses and heights, design guidelines, landscaping, connectivity with neighboring districts and a possible implementation matrix.
- Communicate regularly with the City and its designated Project Manager, verbally or in writing, as arranged or as needed, about all aspects of this project, including progress and completion of negotiated tasks, milestones and deadlines; scheduling; and other events or issues of significance to this project.
- The selected firm or firms will work closely with the City staff and the designated Project Manager in performance of the above tasks, among other things that may arise during the course of this project.

ANTICIPATED DELIVERABLES

- A project timeline submitted at the front end of the project to serve as a framework to measure progress with the project.
- Monthly progress reports in a format to be determined in conjunction with City staff.
- Twelve (12) hard copies of a master plan document, including all appendices.
- Electronic versions, in PDF format, suitable for re-printing and posting on the City's website.
- Electronic files of all graphics (maps, renderings, photos, etc.) used in the plan document suitable for posting on media platforms and use in marketing materials.
- Final presentation to the Covington City Commission.

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 project management, in strategic planning, in working with a diverse set of community groups and stakeholders.
- 2) Demonstrated experience in economic redevelopment with urban core planning initiatives.

- 3) Demonstrated understanding of the public and private conveyance processes managed by the General Services Administration of the federal government of the United States.
- 4) Demonstrated comprehensive network of professional economic redevelopment professionals adding evidence of the firm's or firms' experience.
- 5) Since this site involves a large federal facility, some background in brownfield development may be necessary.
- 6) Demonstrated knowledge of working in areas with historic significance.
- 7) A strong local presence, as negotiated with the City.
- 8) Strong capacity to carry forward and complete all of the components of this complex strategic planning initiative in a timely manner.

EVALUATION CRITERIA & SELECTION PROCEDURES

Each proposal will be evaluated by a selection committee. The selection committee will review only those proposals of the firm or firms submitting qualified packets, as described above. Top ranked firms will be invited to an interview and presentation with the committee. One or more of the submitters will then be selected to submit a "best and final" proposal from which the committee will select one finalist to be recommended to the Mayor and City Commission for final approval.

ONLY QUALIFICATIONS PACKAGES WHICH MEET ALL OF THE SUBMISSION REQUIREMENTS DESCRIBED ABOVE IN THIS RFQ 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:

- Economic Redevelopment Experience (15 points)
- Experience in Economic Redevelopment for an Urban Core Environment (15 Points)
- Land Use Experience and Understanding (15 points)
- Experience in community-based economic redevelopment strategic planning (15 points)
- Successful execution of current and previous redevelopment and strategic planning experience (10 points)
- Knowledge of and experience in the Covington, KY development market (5 points)
- Submitter's approach to strategic planning, and team and project management (10 points)
- Depth of understanding the Government Services Administration public and private conveyance of federal property processes (15 points)

EXPLANATION OF BACKGROUND MATERIALS TO BE INCLUDED IN SUBMISSION

- **LETTER OF INTENT** – The Letter of Intent must identify all members of the firm/s 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 involved in this project and should address the organizational structure of the project team.
- **LIST OF REFERENCES** – Provide at least three (3) but no more the six (6) individuals or organizations overseeing the firm’s or firms’ past strategic planning processes focused on the redevelopment of a key area of a community. The references should have direct knowledge of the firm’s or firms’ demonstrated experience in any or all of the activities requested under this RFP. This list must include the name, title, organization, address, telephone number and e-mail address of the person most familiar with work completed.
- **QUALIFICATIONS** – Provide a description of the qualifications of those involved in the submission. Please include a resume for all of the team members proposed to be involved in this project, including a brief description of the person’s role in past, but relevant, projects.
- **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 RFQ, 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 RFQ, 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 RFQ, 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, 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.

CITY'S RIGHTS

Under this Request for Qualifications 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 RFQ, and all or any portion of the Selection Process in or subsequent to the RFQ; to obtain information from any successful applicant, to waive any defects as to form or content of this RFQ or any other step in the Selection Process; to reject any and all responses submitted; to reissue the RFQ; 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 RFQ as to fees, scope of services, or any other aspect of the RFQ 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 of 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 RFQ 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 which 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 RFQ, 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 RFQ 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 _____.