

CITY OF FRANKFORT
DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT

REQUEST FOR PROPOSALS

“SC” SPECIAL CAPITOL DISTRICT DESIGN GUIDELINES

RFP #2202101-70

The City of Frankfort, Department of Planning & Community Development, is soliciting competitive, sealed responses from qualified Consultant firms for the purpose of developing new historic design guidelines for the local Special Capitol Zoning District (SC). These are intended to assist the property owners to carry out historic property maintenance; design compatible new construction, including additions to historic buildings; and make appropriate choices regarding various exterior treatments for property in the SC district. The guidelines will also assist the Architectural Review Board in the review of projects not eligible for administrative approval. The design guidelines shall address the wide variety of building styles and will make use of extensive drawings, diagrams and local photographs. The design guidelines shall address contributing properties and non-contributing properties, as well as what can be administratively approved and what requires Board Review. The guidelines shall be user friendly.

All proposals must be turned in to the Office of the Purchasing Division, City Hall, 315 West Second St., Frankfort, KY, no later than 2:00 p.m. EST on date of response opening (September 29, 2021). Questions on the RFP can be submitted to the Office of the Purchasing Division no later than 4:30 pm EST on September 17, 2021.

ELECTRONIC RESPONSES: Electronic Responses submitted through DemandStar will also be accepted for this project. Responses must be signed and submitted in same required format. Submit one (1) electronic copy if using E-Bidding. After uploading your Response, responders are encouraged to verify the successful upload of the document. Responses must be received by the designated date and time and none will be considered thereafter.

Responses will be prepared per the specifications detailed within the Bid documents which are available at no charge with registration through DemandStar (<https://www.demandstar.com/registration>) or a copy can be obtained in the Office of the Purchasing Division, City Hall, 315 West Second St., Frankfort, KY.

The City of Frankfort reserves the right to reject any and all proposals received, and to select that response which it determines to be in its best interest.

All proposals, information, and specifications regarding this RFP are available from the City of Frankfort Office of the Purchasing Division. Respondents are advised to clearly mark the proposal with the RFP number and description listed above. The City of Frankfort, Kentucky is not responsible for the premature opening of, or the failure to open, a sealed response not properly addressed or identified.

This advertisement was paid for by the City of Frankfort using taxpayer dollars in the amount of ____.

**SECTION ONE
INTRODUCTION**

The City of Frankfort has three local historic zoning districts. The first two districts (the Special Historic District “SH” and the Central Business District “CB”) have new Design Guidelines completed in 2015 and 2018, respectively. The City of Frankfort would like to complete our process of creating separate design guidelines for each unique historic district by working with a qualified consultant to complete a set of design guidelines specific to the Special Capitol “SC” District. The guidelines are intended to assist property owners in maintenance, additions, renovations, and demolitions of structures and to assist the Architectural Review Board in their review of such projects. Public input and consensus building will be a required component of this project. The design guidelines shall address the wide variety of building styles and will make use of extensive drawings, diagrams and local photographs. The design guidelines shall reflect the diversity of the Special Capitol District (South Frankfort Neighborhood) and the wide variety of the uses, styles, ages and building types in the district. The design guidelines shall address contributing properties and non-contributing properties, as well as what can be administratively approved and what requires Board Review. In order to make the guidelines as user friendly as possible, the consultant shall use the previous two sets of design guidelines as a basis for the format of the SC Design Guidelines so that users will be familiar with how to use them. The consultant should propose a detailed scope of work and timeline of the project with a completion date no later than June 30th, 2022.

Offerors shall be selected by the Frankfort Board of Commission, through recommendation by the selection committee, who will review each response, considering the factors identified in this Request for Proposals and any other factors that it considers relevant to serving the best interests of the City of Frankfort, and as specified in this Request for Proposals.

**SECTION TWO
DEFINITIONS**

For purposes of this document, the following terms shall be defined as follows:

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| “Selection Committee” | The selection review committee is composed of the Director of the Planning and Community Development Department, Senior Planner, and the City Historic Preservation Officer. |
| “Contract” | The document containing the terms and conditions of this Request for Proposal and any other term and condition that the parties require. |
| “Days” | Calendar days, unless otherwise specified. |
| “Effective Date” | The date the last party signs the Contract that is awarded as a result of this Request for Proposal. |

“Interested Party”	A person or entity that obtains a copy of the Request for Proposal from the City of Frankfort, Office of Purchasing Division.
“Offeror”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this Request for Proposal, and submits a response to this Request for Proposal.
“Response”	The written submission by an Offeror to this Request for Proposals.
“RFP”	This Request for Proposal, including all exhibits referenced in this document and all other documents incorporated by reference.
“Staff”	Employees of the Planning and Community Development Department of the City of Frankfort.

SECTION THREE SCOPE OF SERVICES

- A. In general, the Consultant shall develop a formal scope of services and timeline to be agreed upon with the City. The contents are to satisfy the description and introduction of this RFP.
- B. Information to be provided shall include at a minimum:
1. **PROJECT OBJECTIVES:** The purpose of this project will be to develop a comprehensive “Frankfort Historic Preservation Design Guidelines for Special Capital (SC) Zoning District” that will include architectural descriptions of historically significant resources, diagrams, local photographs, line drawings, illustrations and updated design review guidelines. Additionally, the Project will include sections on submission requirements, discussion of Frankfort’s preservation ordinances, maintenance issues with historic buildings, what can be administratively approved and what requires board approval, definitions, energy conservation, sustainability, illustrated architectural styles with local photos depicting the character-defining features of the style, and green technology installations. Furthermore, the process for updating the design guidelines will include important policy-setting discussions between the Planning Commission’s Zoning Update Committee, the Frankfort Architectural Review Board, City staff, public input, and the consultant.
 2. Proposed guidelines will address the material and design standards for architectural features of historic buildings and new construction including, but not limited to; placement, scale, and massing of additions; and alterations such as façade material changes, as well as specific architectural elements such as: chimneys, lighting, windows, skylights, signage, and solar panels.
 3. The process will include a review of the existing design guidelines (Articles 4, 9, 12, & 17 of the Zoning Regulations) along with the Comprehensive plan and the two previously adopted

historic district design guidelines. The process will also include public outreach and engagement through public meetings with property owners and other interested members of the community.

4. The current design guidelines for the “SC” Zoning District do not strictly comply with all of the Secretary of the Interior’s Standards and Guidelines for the Rehabilitation of Historic Buildings. As previously mentioned in this RFP the “SC” Zoning District contains a very diverse neighborhood in both a physical and socio-economic nature. As design objectives, guidelines and recommendations are produced and developed as part of the project it will be important to be responsive to the public input provided by the different stakeholders to reach a final product that is appropriate for this unique neighborhood. While being responsive to the previously mentioned stakeholders is an important consideration, it is also important that pursuant to our obligations as a participant in the Certified Local Government Program with the Kentucky Heritage Council we remain mindful of the goals and intent of the Secretary of the Interior’s Standards and Guidelines for the Rehabilitation of Historic Buildings.
5. The final product will be a user-friendly set of guidelines, which will include design objectives and guidelines, definitions, diagrams, local photographs and other information necessary to clearly illustrate appropriate design principles for buildings, storefronts, streetscapes, landscaping features, and signage.
6. Products:
 - a) Digital photographs of Special Capital representative architectural styles with notes that explain the character defining features of that style.
 - b) Examples of appropriate vs. inappropriate alterations, which can be illustrations or photographs (local photos may be used for appropriate, but not for inappropriate).
 - c) Written recommendation outlining areas of the existing guidelines that are in need of revision and a summary of new sections that should be created.
 - d) An outline of the new design guidelines, methodology statement and a detailed timeline for completion of sections.
 - e) Draft Design Guidelines
 - f) PowerPoint presentation and present the draft design guidelines at a joint zoning update committee and Architectural Review Board. (additional meetings may be needed or recommended)
 - g) Revise the final draft design guidelines based on comments received.
 - h) PowerPoint presentation and present the Final draft design guidelines at a joint zoning update committee and Architectural Review Board; then again at the Planning Commission public hearing.
 - i) All materials provided should be in a pdf and word format.
 - j) Consultant shall finalize the document and create print-ready electronic files. (One unbound master copy for the City of Frankfort, two editable electronic copies in whichever software is used to create the guidelines and .PDF formatted documents o the final document).

SECTION FOUR CERTIFICATION

Do not reproduce the language of Section Five in the Response. By inclusion and execution of the statement provided in Section Five, subsection I, of this RFP, each Offeror certifies that:

A. The Offeror submits this Response without prior understanding, agreement, or connection with any person or entity submitting a separate Response for the same services. However, any agreement with a person or entity with whom the Response is jointly filed and such joint filing is made clear on the face of the Response shall be an exception so long as the Response is in all respects fair and without collusion or fraud.

B. Any material submitted in response to this RFP is a public record pursuant to the Kentucky Revised Statutes, and subject to examination upon request.

SECTION FIVE INFORMATION TO BE PROVIDED IN RESPONSE

In providing the following information, restate each item and sub-item (with its letter and number).

A. GENERAL INFORMATION

1. Provide a brief history of the Offeror, including the year organized, ownership, affiliated companies and relationships, and the total number of employees. Include the name of the lead member within the firm who will be responsible for completing any agreed upon service.
2. Describe the Offeror's experience providing the services or engaging in activities as they relate to the work being requested in Section Three of this RFP.
3. Provide the name, job title, address, office and cellular telephone numbers, fax number, and e-mail address of the lead member with the Offeror's firm.
4. Describe the Offeror's ability to provide the services requested in Section Three of this RFP immediately upon award of the Contract.
6. Provide information about staffing levels in the required areas as they relate to the services to be performed and other resources that shall be needed to complete the services requested in Section Three of this RFP.

7. Identify the services and requirements referenced in this RFP that the Offeror is unable to fully perform, if any, and state reasons for the same.
8. Provide a statement of any other qualifications or services, which the Offeror considers to be significant, innovative or otherwise relevant to the City of Frankfort, Department of Planning & Community Development.
9. Provide samples and illustrations from other similar jobs, which show the ability to perform the Scope of Services outlined.

B. WORK PLAN FOR SCOPE OF SERVICES

Describe the Offeror's plan to provide the services requested in Section Three of this RFP. Include a detailed implementation action plan and include a detailed time line consistent with the program production needs, reflecting each phase of review required.

C. PAST EXPERIENCE

Provide at a minimum five references for which the Offeror has provided services similar to those requested in Section Three of this RFP. Include the company name, street address, contact name, and phone number for these references.

D. QUALIFICATIONS OF PERSONNEL

Provide an organizational chart and an overview of the key individuals (team members) proposed to be assigned to provide services for the City of Frankfort, Department of Planning & Community Development. The overview shall include the following information for each individual:

1. Name of individual, title and role on this engagement;
2. Office street address, e-mail address, and office and cellular telephone numbers;
3. Total years of experience with this Offeror and other entities, and a list of various roles and/or duties;
4. Specific qualifications and expertise; and
5. A description of the individuals' educational and professional accomplishments.

E. BUSINESS STATUS AND REGISTRATION REQUIREMENTS

In order to enter into a contract with the City of Frankfort, the Offeror must be properly licensed with the City of Frankfort to do business. If the offeror is already licensed, all of their 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 City's License Division at 502-352-2085.

G. CONFLICTS, GRATUITIES AND KICK-BACKS PROHIBITED

The City of Frankfort adheres to the provisions of KRS 45A.455, paragraphs (1) through (5) relative to conflicts of interests, gratuities, kick-backs and use of confidential information in all bid offerings.

H. INSURANCE REQUIREMENTS

Prior to entering into a contract with the City of Frankfort, the successful offeror must provide a Certificate of Insurance showing proof of insurance, including Workman's Compensation and Liability.

I. CERTIFICATION STATEMENT

The following shall be repeated in the Offeror's Response and signed by an individual authorized to bind the Offeror. Failure to include and provide a manual signature of the certification statement shall result in a rejection of the Response.

"I agree to abide by all conditions of this RFP and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response for the Offeror and that the Offeror is in compliance with all requirements of the RFP, including but not limited to, the certification requirements stated in Section Four of this RFP."

Authorized Signature

Printed name and title

SECTION SIX
EVALUATION PROCESS

Individual Committee members shall evaluate the Responses independently. As indicated in this section, points shall be assigned to certain items presented in Section Five of this RFP. The individual Committee members shall evaluate the Responses by reviewing the answers to each of the items and assigning points up to the maximum points allowed for each item. The Committee shall not use those items without points assigned in computing the numerical score, but shall use them as part of their evaluation and recommendation process, for informational purposes, as a basis for possible disqualification, and to break any tie. The Committee shall also use the various scored items as a part of its evaluation and recommendation process. The Committee may conduct one or more meetings during which members may discuss their evaluations, make any adjustments deemed necessary to best serve the interests of the residents of the City of Frankfort. The Committee and/or Staff may make a recommendation, in addition to providing the scoring information and the information from the non-scored items to the City Commission. The points available for each of the items to be evaluated are as follows:

<u>Item Reference</u>	<u>Maximum Points</u>
A. General Information.....	40
B. Work Plan/time frame for Scope of Services.....	30
C. Past Experience & Qualifications of Personnel...	30
Total Points Available.....	100

CITY OF FRANKFORT GENERAL TERMS AND CONDITIONS

1. **Applicable Laws and Regulations.** The Offeror's attention is directed to the fact that all applicable Laws of the Commonwealth of Kentucky, Municipal Ordinances and the rules and regulations of the City shall apply to this invitation and contractual documents that may result with award of this invitation. Any litigation with respect thereto shall be brought in the courts of the Commonwealth of Kentucky and Kentucky Law shall govern.
2. **Exceptions.** Offeror's taking exceptions to any part or section of the Invitation shall indicate such exceptions on the proposal form. Failure to indicate any such exception will be interpreted as the Offeror's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.
3. **Oral Statements.** No oral statement shall modify or otherwise affect the terms, conditions, or specifications stated in the invitation or ensuing contract. Any Modifications to the invitations must be signed by the City. Any modifications to the contract must be signed by both parties to the contract.
4. **Proposal Acceptance Period.** Any proposal submitted as a result of the solicitation shall be binding on the Offeror for a period of ninety (90) calendar days following the opening date. Any proposal for which the Offeror specifies a shorter acceptance period may be rejected.
5. **Ethics in Public Contracting.** The Offeror certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with the proposal; 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.
6. **Late Submissions.** A proposal received at the place designated in the invitation for the receipt of proposals after the exact time specified for receipt will not be considered unless it is the only proposal 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 proposals. Otherwise, to be considered, the City must determine that the late proposal was due solely to mishandling by the City after receipt at the specified address.
7. **Informalities and Irregularities.** The City has the right to waive minor defects or variations of a quote from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Offeror (with the proposal) for the City to properly evaluate the proposal, the City has the right to require submittal of such additional information as it may deem necessary after the time set for receipt of quotes, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

8. **Indemnification.** The successful Offeror covenants 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, liability, and exposure, however caused - resulting from, arising out of, or in any way connected with the Offeror's negligent or willfully negligent performance or nonperformance of the terms of the contract.
9. **Termination.** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that the termination is in the best interest of the City. Any such termination shall be effected by the delivery to the contractor of a written notice of termination at least fifteen (15) days before the date of the termination, specifying the extent to which performance of the work under contract is terminated.
10. **Drawings, Sketches, and Technical Data Information.** Offerors are encouraged to submit any and all technical data necessary to support its proposal. Additional generic literature on the item proposal, i.e. marketing, sales and so forth may also be submitted.
11. **Warranties of Quality.** Offeror warrants that the goods and services provided pursuant to the Proposal Specification shall conform to all affirmations of fact or promises made by Offeror, 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, Offeror 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, proposer 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.
12. **Additional Clauses Incorporated by Reference**
 - a. OSHA 1970 (Public law 91-596) Safety Standards and Accident Prevention
 - b. KRS 45.610
 - c. KRS 45.620
 - d. KRS 45.630
 - e. KRS 45.640
13. **Questions On RFP Documents:** All matters, regardless of the nature, regarding this RFP shall be submitted to, City of Frankfort, 315 W. Second Street, Frankfort, KY 40601, telephone number (502) 352-2076.
14. **Warranties Of Title:** Offeror warrants that it has title to and the proprietary right to provide the goods pursuant to the contract. Offeror 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. Offeror shall pay all amounts assessed against the City in any 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 attorney's fees, court costs and 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, Offeror 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.
15. **Non-waiver Of Rights:** No delay or omission by the City to excise 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.
 16. **Warranty of Price:** Offeror 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 of Supplier for the same or similar goods in similar quantities. In the event Offeror reduces its prices for such goods within thirty (30) days of the execution of the contract by both parties. Supplier shall reduce the prices in the contract to the reduced price. Offeror 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.
 17. **Setoff:** All claims for money due or to become due from the City shall be subject to deduction or set off by the City by reason of any counterclaim or cross claim arising out of this or any other transaction with Supplier.
 18. **Compliance With Laws:** The successful Offeror shall comply with all applicable federal, state and local laws, rules, City ordinances and regulations, Presidential directives and executive orders that are or may in the future become applicable to the successful proposer or the subject matter of the contract, including but not limited to laws and regulations concerning OSHA, and all such applicable federal, state and local laws, rules, City ordinances and regulations, Presidential directives and executive orders are hereby incorporated herein by this reference.
 19. **Certification Of No Bid Rigging:** Offeror certifies to the City that Offeror 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.
 20. **Merger Clause:** This contract, including any exhibits or documents incorporated herein by reference, constitutes the final written expression of all the terms and conditions of the contract between Offeror 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. This contract may only be modified in writing signed by the City.
 21. **Mediation:** Claims, disputes or other matters in question between the parties to this 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 Offeror shall carry on the Work and maintain its progress during any mediation or litigation, and the City shall continue to make payments to the Offeror 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.

22. **Litigation:** In the event legal action is brought against the City or the Offeror 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.
23. **Insurance:** The selected Contractor shall obtain at its own expense, and maintain for the term of the contract, occurrence form commercial general liability and commercial automobile insurance, including coverage for all owned, hired, and non-owned automobiles, for the protection of the contractor, the City, its Commission, officers, agents, volunteers, and employees. Such coverage shall be primary and non-contributory. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to the Contractor's operations, in an amount not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate. Such insurance shall name the City as an additional insured. Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract, who are subject employers under the Kentucky Workers' Compensation Law, shall comply with the law, which requires them to provide workers compensation coverage. Out-of-state employers must provide workers' compensation coverage for their workers. Employers' Liability Insurance with coverage limits of not less than \$1,000,000 each accident shall be included. All policies will provide for not less than thirty (30) calendar days' written notice to the City before they may be canceled. Prior to commencing work under this Contract, and thereafter upon request, Contractor shall furnish the City certificates of insurance and necessary endorsements evidencing the effective dates, amounts,
24. **Kentucky Residential Bidder Preference:** The Kentucky 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 incorporated by reference.
25. **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.