CITY OF FRANKFORT

REQUEST FOR QUALIFICATIONS

National Registry Nomination Consultant – Leslie Morris Park (Fort Hill)
RFQ# 2019201-85

The City of Frankfort is accepting sealed responses from qualified individuals or firms to provide consulting services related to historic preservation of Leslie Morris Park at Fort Hill, preparing of a Nomination for National Historic Site Registry. Sealed responses will be received in the Office of the Purchasing Department, City Hall, 315 West Second Street, Frankfort, Kentucky, until 2:00 p.m., Thursday, April 16th.

PHYSICAL RESPONSES: All responses must be turned in to the Office of the Purchasing Division, City Hall, 315 West Second St., Frankfort, KY, no later than 2:00 pm EST on date of response submission deadline. Responses cannot be accepted at any other location. Responses must be received by the designated date and time and none will be considered thereafter.

Respondents are advised to clearly mark the sealed response with the RFQ number and description listed above. The City of Frankfort is not responsible for the premature opening of, or the failure to open, a sealed response not properly addressed or identified.

The City of Frankfort reserves the right to reject any and all responses received, and to select that response which it determines to be most advantageous to the City. The responses will be reviewed and evaluated by a selection committee according to evaluation factors established in this RFQ, including each respondent’s relevant knowledge and experience in the elements described in the scope of services requested and the ability to undertake and complete the project in a timely manner.

FOR THE CITY OF FRANKFORT,

Angie Disponette, Purchasing Agent
City of Frankfort
SECTION ONE
INTRODUCTION

The City of Frankfort is accepting sealed responses from qualified individuals or firms to provide consulting services related to historic preservation of Leslie Morris Park at Fort Hill in accordance with the terms and conditions set forth in this Request for Qualifications, and any other term and condition in any contract subsequently awarded.

A respondent shall be selected by the Frankfort Board of Commissioners, through recommendation by the selection committee, who will review each response, considering the evaluation factors identified in this Request for Qualifications 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 Qualifications.

SECTION TWO
DEFINITIONS

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

“Committee” The selection review committee composed of city employees and/or local professionals knowledgeable and competent to make the selection.

“Contract” The document containing the terms and conditions of this Request for Qualifications 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 Qualifications.

“Interested Party” A person or entity that obtains a copy of the Request for Qualifications from the City of Frankfort Office of Purchasing Division.

“Respondent” Any person or entity who has the capability in all respects to perform fully the requirements contained in this Request for Qualifications and submits a Response to this Request for Qualifications.

“Response” The written submission by Respondent to this Request for Qualifications.
“RFQ”  This Request for Qualifications, including all exhibits referenced in this document and all other documents incorporated by reference.

“Staff”  Employees of the City of Frankfort.

SECTION THREE
PROCEDURES AND GENERAL CONDITIONS

A. SUBMITTALS.
The Respondent must submit an original and five (5) copies of the Response in a sealed envelope marked “RFQ for Historic Preservation Consultant – Fort Hill” to the following address:

City of Frankfort
Division of Purchasing
Attn: Angie Disponette
315 West Second Street
Frankfort, Kentucky 40601

Each envelope or package containing Responses must clearly state the name of the Respondent. The Response that is the original must be clearly indicated on that Response. The City shall not accept a faxed or e-mailed Response. The City must receive any Responses on or before Thursday, April 16th at 2:00 pm.

B. COSTS AND COMMITMENTS.
This RFQ does not commit the City of Frankfort to award a Contract to any Respondent or to pay any costs incurred in the preparation or mailing of a Response.

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

D. RIGHTS RESERVED.
The City reserves the right to the following:
1. Waive minor deficiencies and informalities in Responses;
2. Accept or reject any or all Responses received as a result of this RFQ;
3. Obtain information concerning any or all Respondents from any source;
4. Request an oral interview before the selection review committee from any or all Respondents;
5. Select for Contract negotiation and/or award a Respondent other than that with the highest score if, in the judgment of the selection committee/ Board of Commissioners, the public’s best interest shall be served; and
6. Negotiate with the successful Respondent with respect to any additional terms or conditions of the Contract.

E. QUESTIONS.
Any Interested Party may submit any question regarding this RFQ in writing via mail, fax, or e-mail to Angie Disponette at the address given in Section Three, paragraph A. All questions are due by **Monday, April 13th at 10:00 am.** Phone calls shall not be accepted. The City shall also send a copy of those questions and answers in writing to any Interested Party that requests a copy. The City shall determine the method of sending its answers, which may include regular U.S. mail, overnight delivery, fax, e-mail or any combination of the above. Only written responses or statements from the Office of Purchasing Division shall bind the City. No other means of communication, whether oral or written, shall be construed as an official response or statement from the City of Frankfort.

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

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

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

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

J. APPLICABLE LAWS AND REGULATIONS.
The Respondent shall comply with all applicable laws and regulations of the Commonwealth of Kentucky, the City of Frankfort Code of Ordinances, and any other City rules and regulations that apply to this RFQ and the contractual documents that may result with award of a contract. Any litigation with respect thereto shall be brought in the Courts of the Commonwealth of Kentucky.
K. INDEMNIFICATION.
Respondent agrees to save, defend, keep harmless and indemnify the City and all of its officers, departments, agencies, agents and employees from and against all claims, loss, damage, injury, fines, penalties and cost – including court costs and attorney’s fees, charges, liabilities and exposure, however caused – resulting from, arising out of, or in any way connected with the Respondent’s negligent performance or nonperformance of the terms of this RFQ/ awarded Contract.

SECTION FOUR
SCOPE OF SERVICES

Leslie Morris Park/ Fort Hill National Historic Site Registry Nomination.

The City of Frankfort is issuing this RFQ to hire a consultant to write a new expanded nomination for the National Historic Site Registry for the site of the June 10, 1864 skirmish that took place on Fort Hill, now known as the Leslie Morris Park on Fort Hill. The City is proposing that the entirety of the park be nominated to be on the Registry as a part of the battlefield, to include the two fortifications, the old military road, documented agricultural sites / farmsteads and the rock walls to the east of Fort Boone. The fortifications and the old military road are already on the National Register, having been listed as archaeological sites. Therefore a new context for the battle will need to be included. The intention is that the nomination be written around Criteria A, as the property is associated with events that have made a significant contribution to the broad patterns of history.

Under Criteria A, the statement of significance is to include but not limited to:
   a) That the battle at Frankfort was a part of the cavalry raids into Kentucky that disrupted Federal control, but also held Federal troops in Kentucky, away from the front lines of war.
   b) A majority of those who fought to protect Frankfort were local militia and volunteers.
   c) The fortifications were built with enslaved labor.

In addition to writing the national site registry expansion, the consultant shall also have the nomination reviewed by the Kentucky Heritage Council and make any additions or changes that they suggest. The consultant is also required to present the nomination to the Kentucky Historic Preservation Review Committee and receive any necessary approvals. The consultant shall work with the City of Frankfort and designated individuals throughout the process until completed. The consultant shall provide progress reports on the nomination to the Board of Commissioners as requested, and shall appear at a meeting of the Board of Commissioners to present the consultant’s nomination and answer questions.
SECTION FIVE
CERTIFICATION

Do not reproduce the language of Section Five in the Response. By inclusion and execution of the statement provided in Section Six, subsection H, of this RFQ, each Respondent certifies that:

A. The Respondent 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 RFQ is a public record pursuant to the Kentucky Revised Statutes, and subject to examination upon request.

SECTION SIX
INFORMATION TO BE PROVIDED IN RESPONSE

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

A. GENERAL INFORMATION

1. Provide a brief history of the Respondent, including the year organized, ownership, affiliated companies and relationships, and the total number of employees. Include the name of the lead individual who will be responsible for completing any agreed upon service.
2. Describe the Respondent’s experience providing the services or engaging in activities as they relate to the work being requested in Section Four of this RFQ.
3. Provide the name, job title, address, office and cellular telephone numbers, fax number, and e-mail address of the lead member with the Respondent’s firm.
4. Describe the Respondent’s ability to provide the services requested in Section Four of this RFQ immediately upon award of the Contract.
5. 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 Four of this RFQ.
6. Identify the services and requirements referenced in this RFQ that the Respondent is unable to fully perform, if any, and state reasons for the same.
7. Provide a statement of any other qualifications or services, which the Respondent considers to be significant, innovative or otherwise relevant to the services requested in Section Four of this RFQ.
8. Please include a copy of your W-9 with your submitted Response.

B. WORK PLAN FOR SCOPE OF SERVICES
Describe the Respondent’s plan to provide the services requested in Section Four of this RFQ. Include a detailed implementation action plan and include a detailed timeline consistent with the program production needs, reflecting each phase of review required (i.e., days needed to review and prepare a written report of findings associated with each task).

C. PAST EXPERIENCE

Provide at a minimum three references for which the Respondent has provided services similar to those requested in Section Four of this RFQ. Include the company name, street address, contact name, and phone number for these references.

D. QUALIFICATIONS OF PERSONNEL

Provide an organizational chart (if applicable) and an overview of the key individual(s) proposed to be assigned to provide the services requested in Section Four of this RFQ. 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 experience with this Respondent 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.

F. BUSINESS STATUS AND REGISTRATION REQUIREMENTS

In order to enter into a contract with the City of Frankfort, the Respondent must be properly licensed with the City of Frankfort to do business within the City. If the Respondent 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 502-875-8504.

G. INSURANCE REQUIREMENTS

Prior to entering into a contract with the City of Frankfort, the successful Respondent must provide a Certificate of Insurance showing proof of insurance, including Workman’s Compensation and Liability.
H. CERTIFICATION STATEMENT

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

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

________________________________________
Authorized Signature

SECTION SEVEN
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 Six of this RFQ. 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 Frankfort, interview Respondents, and develop a recommendation or series of recommendations to the Board. The Committee may conduct oral interviews, skype or other electronic interviews, and/or by phone as part of the evaluation process to select the Respondent. The Committee may make a recommendation, in addition to providing the scoring information and the information from the non-scored items to the Board for the Board to use in making the final selection. The Committee may also give the Board a written and/or verbal narrative describing the reasons for any recommendation. The Board may use the Responses, the Committee’s scoring, the non-scored items in the Responses, any other information or recommendation provided by the Committee or Staff, any oral presentations of Respondents and any other information the Board deems relevant.
in its selection of Respondent(s) to whom to award a Contract. The points available for each of the items to be evaluated are as follows:

<table>
<thead>
<tr>
<th>Item Reference</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. General Information</td>
<td>25</td>
</tr>
<tr>
<td>B. Work Plan for Scope of Services</td>
<td>25</td>
</tr>
<tr>
<td>C. Past Experience</td>
<td>25</td>
</tr>
<tr>
<td>D. Qualifications of Personnel</td>
<td>25</td>
</tr>
<tr>
<td>Total Points Available</td>
<td>100</td>
</tr>
</tbody>
</table>

SECTION EIGHT
ADDITIONAL TERMS AND CONDITIONS