COVINGTON MOTOR VEHICLE PARKING AUTHORITY

REQUEST FOR PROPOSALS

For:

Professional **OWNER'S AGENT / PROJECT MANAGEMENT** Services;

PROPOSAL RESPONSES DUE

***NO LATER THAN*: 10:00 A.M. December 8, 2026**

Issue Date:
November 17, 2026

For:

Covington Motor Vehicle Parking Authority
501 Scott Street
Covington, KY 41011

I. LEGAL ADVERTISEMENT / PUBLIC NOTICE

Professional Owner's Agent / Project Management Services

The Covington Motor Vehicle Parking Authority ("Owner") invites proposals from qualified, competent, knowledgeable, and experienced providers that provide the goods and services outlined in this Request for Proposal ("RFP"), in compliance with all applicable laws, regulations, policies and procedures. Respondents submitting responses must be prepared to enter into an agreement ("Agreement") for the provision of requested services and goods as set forth in this RFP.

Issue Date: November 17, 2026

RFP Title: Professional Owner's Agent / Project Management Services

Owner: Covington Motor Vehicle Parking Authority
501 Scott Street
Covington, KY 41011

Contact: Jack Monts de Oca, Executive Director
Jack.MontsDeOca@covingtonky.gov
(859) 292-2317

Proposals shall be:

- Submitted sealed and plainly marked on the outside with:
  - "**OWNER'S AGENT PROPOSAL – CITY CENTER PARKING GARAGE PROJECT**" *and*
  - Respondent's Name, Representative's Name, Return Mailing Street Address, Area Code & Telephone Number, and e-Mail Address.
- **Physically delivered to and received by the Owner NO LATER THAN 10:00 A.M., December 8, 2026 at**:

  Covington Motor Vehicle Parking Authority
  Attention: Executive Director
  20 West Pike Street
  Covington, KY 41011 *(Regular office hours are Monday through Friday, 8:00 AM to 4:30 P.M.)*

  - Proposal submittals received untimely and/or improperly (e.g., other than stipulated location) will be considered non-responsive. Such determination shall be made in the sole discretion of the Owner.

REVIEW: Pursuant to Kentucky Revised Statutes (KRS) 45A.370, the evaluation of Proposals shall be conducted using competitive negotiation. Any final award shall be based upon the criteria set forth herein and shall include the Reciprocal Preference For Residential Bidders in accordance with KRS 45A.494, as applicable. The Owner finds selection based upon competitive negotiation necessary, upon the determination that specifications cannot be made sufficiently specific to permit award on the basis of lowest bid price or lowest evaluated bid price. The Owner exclusively reserves all rights relative to acceptance and/or rejection of any and all proposal submittals. Proposals will be reviewed and scored in accordance with the evaluation criteria set forth herein.

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***NOTE*: Yellow Highlighted Items are required to**
*** be Completed, Properly Executed, and Submitted ***
with and as integral part of Proposal response.

II. TIMELINE OF EVENTS

PROPOSAL EVENT	DATES and TIMES
RFP Solicitation Issued	November 17, 2026
Submittal Deadline for Interested Parties' Requests For Information ("**RFI**") or Clarification.	**10:00 A.M., November 25, 2026**
Publication of RFI Responses	3:00 P.M. December 1, 2026
Deadline for Proposal Submittal	**10:00 A.M. December 8, 2026**
Estimated Award Date	30 - 90 Days after Proposal Closing

III. SCOPE OF WORK / SPECIFICATIONS

A. GENERAL INFORMATION

The Motor Vehicle Parking Authority ("Owner") is undertaking the City Center Parking Garage Project ("Project"). This Project is anticipated to include a four-story expansion; potential vertical expansion options verified by structural assessment, an elevated Scott Street façade facing the new Covington City Hall; deferred-maintenance repairs; and elevator modifications. The Respondent should be prepared to assist Owner with addressing the following repairs to the Project:

- Concrete deterioration, spalling, cracking, and structural repairs;
- Waterproofing, traffic-bearing membranes, sealants, and expansion joints;
- Drainage and water-infiltration conditions;
- Mechanical, electrical, lighting, fire/life-safety, elevator, and security systems;
- Hazardous-material surveys and environmental testing;
- Temporary shoring and protection of occupied areas;
- Parking-space closures and sequencing;
- Maintenance of revenue collection and parking operations;
- Signage, wayfinding, ADA access, pedestrian circulation, and emergency access; and
- Coordination of noisy, dusty, or disruptive work around City Hall and neighboring properties.

The Owner requests proposals from qualified professional firms or individuals to serve as the Owner's Agent and project manager for the planning, design, pre-construction, construction, and closeout of the City Center Parking Garage Project. The successful Respondent will represent the Owner's interests and coordinate among the Owner, design professionals, Contractor, consultants, governmental authorities, utilities, and other Project participants.

The Project will generally include, without limitation:

- Project planning and development;
- Coordination and management of the design process;
- Review and coordination of the Project scope, budget, and schedule;
- Facilitation and management of required Project services, activities, and communications;
- Coordination between the Owner, design professionals, design-builder or contractor, consultants, governmental authorities, utilities, and other Project participants;
- Management of contract administration; and
- Oversight and coordination of design, engineering, inspection, construction, commissioning, and Project closeout.

(NOTE: Additional information regarding project phases and required services is described in Section III. Scope(s) Of Work / Specifications, Sub-Section C. Project Requirements).

The Owner and the successful Respondent will negotiate billable rates of compensation for services rendered and mutually agree upon annual amounts not to be exceeded for the performance of services, with preference for the submittal of monthly invoices services performed, calculated on an hourly basis.

B. COMMUNICATION AND COORDINATION WITH OWNER

Because the successful Respondent will act as the Owner's Agent to oversee all delegated aspects of the project performance on the Owner's behalf, the Owner will expect timely, consistent, clear, and professional communications throughout all phases of the project. To ensure open communications during all phases of the project, the successful Respondent will report directly to Covington Motor Vehicle Parking Authority Executive Director or other designee. In addition to the communications outlined in the project phases included in this RFP, the successful Respondent will be responsible for regularly communicating project information to the Owner follows, at minimum:

1. Written monthly status reports;
2. Bi-weekly in-person (or virtual on an as-needed basis, and subject to mutual prior agreement) project progress presentations; and
3. Additional reports and/or presentations, as requested by the Owner.
4. Additionally, the successful Respondent will be required to provide information, as requested, to the Covington Motor Vehicle Parking Authority's Executive Director to perform integrated marketing, general communications, and social media strategies related to the various phases of the project.

5. The Owner will not provide to the successful Respondent office space or other resources required for the performance of work herein described. The successful Respondent shall be responsible for securing requisite office space, accommodations, equipment, systems, and technologies for on- and off-site work performance. The services solicited by this RFP shall be performed by the contracted firm or individual as an independent contractor and the successful Respondent shall not be an employee of the Owner. The successful Respondent shall not be entitled to benefits accompanying employment by the Owner, and shall be responsible for paying all applicable taxes, including income taxes.

C. PROJECT REQUIREMENTS

The successful Respondent shall be responsible for facilitating and managing all required services, activities, and communications needed for the timely and proper completion project activities on the Owner's behalf. The tasks associated with various phases of this project include, but are not limited to the following:

1. General Tasks Required During ALL Phases:

Successful Respondent shall be responsible for performing the following responsibilities:

a. Manage and regularly update the overall Project budget, including design, construction, contingency, and other Project costs;

b. Develop, manage, and regularly update the overall Project schedule;

c. Coordinate the activities of the Owner, design professionals, contractor, consultants, utilities, governmental authorities, and other Project participants;

d. Monitor Project safety matters and contractor compliance with applicable safety requirements, without assuming the Contractor's responsibility for construction means, methods, techniques, sequences, procedures, or site safety;

e. Assist Owner with procurement of design professionals, consultants, testing agencies, inspectors, and other professional services not already under contract; all in compliance with applicable provisions of the Kentucky Local Model Procurement Code as set forth in KRS 45A.345 through 45A.460

f. Assure compliance with all Kentucky Cabinet for Economic Development record-keeping requirements reporting to ensure reimbursement of eligible project costs; Coordinate with local utilities and governmental authorities;

g. Coordinate with the Owner to identify opportunities for procurement and develop the Scope of Work for invitations for bids, requests for proposals, or other solicitation in compliance with applicable provisions of the Kentucky Local Model Procurement Code as set forth in KRS 45A.345 through 45A.460, with input and approval from the Owner;

h. Assure compliance with all Kentucky Department for Environmental Protection requirements related to environmental issues.

i. Hold contractors accountable and verify all facets of contracts are met, including compliance with the City of Covington's Good Neighbor policies (described in Section VI General Terms and Conditions, Sub-Section L regarding noise, debris, parking, etc.

j. Monitor Contractor performance and compliance with applicable Project requirements;

k. Manage and coordinate RFIs, submittals, change orders, payment applications, meeting minutes, and other Project administration matters; and

l. Maintain a Project issues/action-item log and regularly advise Owner regarding material cost, schedule, design, and construction issues requiring Owner action or decision.

2. Phase 1 Tasks: Project Planning; Pre-Construction Activities; and Design Initiation:

Successful Respondent shall:

a. Become familiar with the existing garage, available plans, studies, assessments, reports, maintenance records, and other existing Project information;

b. Coordinate with Owner and contractor to identify Project objectives, known conditions, operational constraints, anticipated improvements, and preliminary scope;

c. Assist Owner in procuring and contracting with the contractor and the architectural, engineering, structural, and other design professionals required for the Project;

d. Coordinate any necessary structural assessment, existing-condition investigation, testing, surveying, or other due-diligence activities needed to support the design;

e. Coordinate with Owner, contractor, and design professionals in developing the Project scope, preliminary budget, and overall Project schedule;

f. Identify required governmental approvals, permits, utility coordination, and third-party approvals;

g. Assist Owner in pursuing applicable grants, incentives, and reimbursement programs; and

h. Identify material Project risks, long-lead items, existing-condition issues, and other matters that may affect the Project scope, schedule, cost, or continued operation of the garage.

3. **Phase 2 Tasks: Design Management**

Successful Respondent shall:

a. Coordinate the activities of the Owner, design professionals, Contractor, and other Project consultants throughout design;

b. Manage the design schedule and monitor compliance with required design milestones;

c. Facilitate design review meetings at appropriate design milestones and maintain a record of material decisions and outstanding items;

d. Coordinate with the Contractor to provide constructability, phasing, scheduling, cost, and value-engineering input during design;

e. Review design-phase estimates against the Owner's Project budget and promptly identify anticipated variances;

f. Coordinate investigations and site visits necessary to address existing conditions;

g. Coordinate development of plans for maintaining garage access, parking operations, pedestrian and vehicular circulation, and public safety during construction;

h. Coordinate permitting, utilities, and governmental approvals; and

i. Advise Owner of material design decisions requiring Owner approval.

4. **Phase 3 Tasks: Project Planning/Pre-Construction Activities** *(this phase will be performed concurrently with Phase 2)*:

Successful Respondent shall:

a. Coordinate finalization of the construction documents with the design professionals and Contractor;

b. Coordinate Contractor review of constructability, sequencing, phasing, logistics, schedule, and cost;

c. Review the Contractor's proposed construction schedule and Project logistics plan and advise Owner regarding the same;

d. Review the Contractor's proposed pricing, allowances, contingencies, alternates, and other cost information for consistency with the approved Project scope and budget;

e. Coordinate required permits and governmental approvals;

f. Coordinate utility work and other third-party activities necessary for construction;

g. Assist Owner and counsel, as requested, with amendments or modifications to the any existing or later negotiated construction contracts necessary to incorporate the final Project scope, price, schedule, and other Project requirements; and

h. Coordinate readiness for commencement of construction.

5. Phase 4: Construction Administration/Owner's Representation

Successful Respondent shall:

a. Represent Owner in day-to-day Project coordination with the Contractor, design professionals, consultants, and other Project participants;

b. Conduct regular Project meetings and maintain meeting minutes and action-item logs;

c. Monitor construction progress against the approved Project schedule and promptly identify actual or anticipated delays;

d. Monitor Project costs against the approved budget;

e. Coordinate review and processing of RFIs, submittals, change-order requests, and payment applications;

f. Review Contractor change-order requests and provide recommendations to Owner regarding entitlement, scope, cost, and schedule impacts;

g. Coordinate inspections, testing, special inspections, and design-professional site observations;

h. Monitor construction for general conformity with the construction documents and promptly report observed deficiencies to Owner and the appropriate Project participant;

i. Coordinate construction phasing and logistics to minimize disruption to garage operations and surrounding public areas;

j. Maintain Project records and provide periodic status reports to Owner; and

k. Conduct site visits at a frequency appropriate to the stage and nature of the Work and sufficient to properly perform the required services.

6. Phase 5: Project Closeout

Successful Respondent shall:

a. Coordinate determination of substantial and final completion;

b. Coordinate development, tracking, and completion of punch-list items;

c. Coordinate delivery and review of warranties, operation and maintenance manuals, as-built documents, record drawings, and other required closeout documents;

d. Coordinate final inspections and required governmental approvals;

e. Review final payment documentation and advise Owner regarding completion of outstanding Contract requirements;

f. Coordinate resolution of outstanding claims, changes, and Project issues;

g. Assist Owner with Project financial closeout and documentation required for applicable grants or reimbursements; and

h. Prepare and deliver an organized final Project record to Owner.

IV. PROPOSAL FORMAT

A. Proposals shall consist of:

1. One (1) complete 'hard copy' (printed on paper) proposal instrument with original signatures labeled "ORIGINAL."

a. Standard 8.5" X 11" paper size minimum and preferred; no paper size exceeding 11" X 17".

b. Twelve-point (12 pt.) font size preferred for narrative text; no font sizes less than 10-pt. shall be used or will be accepted.

c. Original shall be unbound with the exceptions of paper clips, binder clips, and/or hard covered ring binder(s) to facilitate efficient copying / scanning, as needed. Comb bindings and staples are unacceptable.

2. Three (3) complete, exact printed / paper duplicates of the original, each of which shall
be labeled "COPY."

a. Copies may be bound.

3. One (1) complete and exact electronic copy of the original, saved as a single .pdf-formatted file on a USB drive.

4. The original and all copies shall be submitted **NO LATER THAN 10:00 A.M. December 8, 2026** with contents concealed in a sealed container (e.g., envelope{s}) plainly marked on the exterior:

a. "**OWNER'S AGENT PROPOSAL – CITY CENTER PARKING GARAGE PROJECT**"

b. Respondent's:
   i. Name.

ii. Representative's Name.

iii. Return Mailing Street Address.

iv. Area Code & Telephone Number.

v. e-Mail Address.
NOTE: A firmly affixed business card may generally suffice.

B. LETTER OF TRANSMITTAL

Which shall include:

1. Name of proposing Entity.

2. Name of representative that shall serve as primary contact for communications with the Owner regarding Proposal.

3. Name(s) of representative(s) possessing legal authority to negotiate with the Owner and contractually bind Respondent.

4. Complete street address of the office / location whence resulting contractual agreement is proposed to be serviced.

5. Area code and telephone number(s), including as many as are reasonably prudent to facilitate efficient communication with the Owner regarding Proposal response and specifying each (e.g., general / main, representative, mobile).

6. E-mail address(es), including as many as are reasonably prudent to facilitate efficient communication with the Owner regarding Proposal response and specifying to whom each is associated (at minimum, an e-mail address for each person named in the letter of transmittal).

7. Signature of representative possessing legal authority to negotiate with the Owner and contractually bind Respondent.

C. TABLE OF CONTENTS

Indicating the page where each section begins.

D. OWNERSHIP INFORMATION, PROFESSIONAL QUALIFICATIONS, AND PROFESSIONAL REFERENCES

This section shall identify / define Proposal Respondent's:

1. Legal form of organization.

2. Ownership information (for any entity type other than individual).

3. Year of establishment.

4. Former name(s) (if and as applicable).

5. State in which Respondent is established (for any entity type other than individual, in which case State of residence shall be shown).

6. Professional Qualifications:

a. Of the Respondent, generally.

b. Of the team proposed to perform any agreement resulting from this RFP, specifically.

c. Description of experience in parking garage construction, renovation, and development.

d. Proposed project management methodology(ies) and system(s).

e. Professional resumé(s) for essential personnel proposed to be dedicated to performance of any agreement resulting from this RFP.

f. List of similar, successfully completed project agreements.

g. Proof of requisite insurance (ref. General Terms and Conditions).

i. Subject to verification at time of agreement execution.

7. Professional References:

a. Of companies and/or public entities for which the Respondent has provided similar services in similar scope(s).

i. Include relevant contact information for a minimum of three (3) qualified references.

E. PROPOSAL RESPONSE

Proposal responses shall:

1. Include detailed descriptions of the services proposed to fulfill and/or exceed the Scope(s) Of Work and/or Specifications herein described.

2. Define how all Scope(s) Of Work and/or Specifications are proposed to be professionally, properly, and timely achieved.
   a. More than one (1) option may be proposed to perform the Scope(s) Of Work and/or Specifications.
      i. If more than one option is included in Proposal response, each option shall be clearly defined and delineated and each option shall be compared to and contrasted from the other proposed option(s).

3. Include proposed performance timeline(s) / key performance milestones for service activation, major implementation activities, and culmination.

4. Include detailed information regarding Respondent's customer service structure, relevant protocols, and customer accessibility to support.

5. Define the grant(s) of authorization Respondent contemplates to act as Owner's Agent, to act on the Owner's behalf, upon which Proposal is based, to assure the effective and efficient delivery of proposed services, and to ensure the Owner's objectives are achieved.

6. Describe all outsourcing or subcontracting assumed and/or required to be performed in conjunction with proposed service delivery.
   a. Proposed costs of services shall be all-inclusive to include all outsourced or contracted work agreement(s).
   b. Any proposals which call for outsourcing or subcontracting work must include the name(s) of the third-party organizations and describe the contracted service(s).

F. PRICING

Proposed service performance costs shall:

1. Include a total ('all-in') U. S. dollar amount not to be exceeded to perform all proposed services.

2. Include all requisite licensing, installation, training, conversion/testing, and all other costs associated with proposed service(s).

3. Include a complete, itemized breakdown of all costs and fees related to the proposed product(s) and/or service(s) and include all ongoing servicing and technical support for the contract term.

4. ***The Owner is exempt from sales and use tax as a certified governmental entity; our official tax exemption certificate can be provided upon request.***

   a. The Owner's tax-exempt status is non-transferable. Respondent shall rely upon its own tax status in the development of Proposal(s).

   b. Identify the tax dollar amount (or tax percentage) of all taxable expenses that are included in the Proposal response.

5. Include all proposed costs to perform the tasks described in Section III. (Scope of Work / Specifications) of this RFP and in Proposal response.
   a. Costs shall be stated as one-time, non-recurring costs (NRC) or monthly recurring costs (MRC) and shall be defined for each phase of the project as described in this RFP (example follows).

Phase 1	NRC	MRC
Phase 2	NRC	MRC
Phase 3	NRC	MRC
Phase 4	NRC	MRC
Phase 5	NRC	MRC
General Tasks	NRC	MRC

6. Define and describe all proposed costs and fees. Please include: (i) hourly rates by personnel; estimated hours and fee by phase; a not-to-exceed for each phase; reimbursable expenses and applicable mark-up; proposed monthly staffing commitment during construction; and rates for additional services.

7. Define and describe all costs and fees related to outsourced/subcontracted work, which shall be clearly labeled as such with the source clearly identified for each such description.

8. Include all costs and fees associated with travel, office space, lodgings, consumable supplies, and related items, which shall be included as MRC's.

9. Include all costs required to completely and successfully perform the services described herein and in the Proposal response, professionally, properly, and timely.

G. SAMPLE CONTRACT TERMS

1. Respondent is encouraged to include with its Proposal response a specimen contract and/or its standard terms and conditions generally associated with the requested products and/or services. The Owner reserves all rights relative to development of contractual instruments.

H. NOTICE OF DEVIATION (if and as applicable)

1. All material deviations from the requested Scope(s) of Work / Specifications and/or from any of the terms and conditions herein described shall be expressly disclosed. Proposal responses that fail to meet all Scope(s) Of Work and/or Specifications will not necessarily be rejected, but any deviations shall be clearly defined for the Owner's consideration.

V. EVALUATION PROCEDURES

A. MANDATORY CRITERIA

The Owner will only consider proposals from Respondents that, through their Proposal response, demonstrate:

i. Material and substantial compliance with this RFP, as well as a proven history of successfully and reliably providing similar professional services and/or products to similar entities, as follows:

a. Overall Proposal Suitability: Proposal response shall, at minimum, satisfactorily meet the Scope(s) Of Work / Specifications herein described and be presented in a clear and organized manner.

b. Professional Organizational Experience: The Owner will evaluate Respondents' professional experience relative to the Scope(s) Of Work / Specifications.

c. Relevant Prior Professional Engagements: Proposal responses will be evaluated on the cited examples of their work relative to the Scope(s) Of Work / Specifications herein described.

d. Value and Cost: Proposal responses will be evaluated on the proposed costs of service(s) and based upon the work to be performed in accordance with the Scope(s) Of Work / Specifications herein described.

e. Professional Technical Expertise and Experience: Proposal responses will be evaluated based upon the professional technical expertise and experience of the team proposed to perform services as expressed and subject to the Owner's verification.

f. That Respondent (inclusive of all proposed sources of outsourced and/or subcontracted services) is in good standing with the City, in accordance with the provisions of City of Covington Code of Ordinances § 35.003.

g. That Respondent (inclusive of all proposed sources of outsourced and/or subcontracted services) is not involved in any adverse claims against the Owner and is not delinquent in their financial obligations to the Owner.

h. That Respondent satisfies or exceeds all legal, regulatory, and licensing requirements related to the performance of professional services herein described.

B. EVALUATION CRITERIA

Proposal responses that satisfy the mandatory criteria will be evaluated, scored, and/or ranked based upon the following criteria, with consideration of the Reciprocal Preference for Residential Bidders as prescribed in KRS 45A.494 (as applicable), and which will be factored after the following criteria is evaluated.

Criteria	Points
Experience and Qualifications of Firm.	25 points
Approach to Work (including communication, planning, consultations, and innovativeness).	25 points
Experience providing similar services to similar entities.	25 points
Pricing/ Fees.	25 points
Total	**100 points**

C. RESPONDENT QUESTIONS

The Owner will answer questions of potentially interested parties that are properly and timely received by the Owner in accordance with the Timeline Of Events RFI.

a. Questions and/or clarification requests shall be submitted in writing by electronic mail directly to Jack Monts De Oca, Covington Motor Vehicle Parking Authority Executive Director, at Jack.MontsDeOca@covingtonky.gov.

b. It is and shall remain the onus of interested parties to reference the Owner's website, prior to Proposal submittal.

c. It is and shall remain the onus of interested parties to read this RFP in its entirety, and to comprehend the Scope(s) Of Work / Specifications herein described.
   i. The failure of any Respondent to so do shall not relieve Respondent from obligations with respect to the submitted Proposal response.

   ii. The RFI procedures accommodated by this RFP are specifically for the purpose of eliminating all ambiguity and/or doubt regarding the true, intentional meaning of this entire RFP.

D. ORAL PRESENTATIONS

Unless the Owner expressly determines that written or oral discussions need not be conducted, written or oral discussions will be coordinated and conducted by the Owner with responsive and responsible Respondents that submit a Proposal expressly determined to be reasonably susceptible of being selected for award.

a. Such presentations will provide Respondent(s) opportunity to furnish brief presentation(s) regarding submitted proposal(s) and answer any questions the Owner may have regarding the Proposal(s).

b. Not all Respondents may be requested to participate in such discourse.

E. AWARD

Contractual Award, if any, will be made to the responsive and responsible Respondent whose Proposal is expressly determined by the proper officials to be the most advantageous to the Owner based upon the evaluation factors herein set forth, including the Reciprocal Preference for Resident Bidders.

F. NEGOTIATION OF AWARD

After the Owner makes a final determination, the potential Awardee and the Owner will negotiate and execute a final contractual agreement prior to the commencement date. Failure by any Respondent to properly and timely respond or come to terms with the Owner may cause rejection of the Proposal from further consideration by the Owner.

VI. GENERAL TERMS AND CONDITIONS

A. PROPOSAL GUARANTEE/ AWARD PROCEDURE

It is anticipated that a recommendation for award for this Proposal will be made no more than thirty (30) days after the Proposal due date. All interested parties are required to guarantee their Proposals as an **irrevocable offer valid for ninety (90) days after the Proposal due date.** The Owner in its sole and absolute discretion shall have the right to award a Proposal for any or all items/services listed in each Proposal, shall have the right to reject any and all Proposals as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest Proposal, and shall be allowed to accept the total Proposal of any one vendor.

B. REVISIONS

If it becomes necessary to revise any part of this Request, a written addendum will be made available to the public via publication on the Owner's website, Parking in Covington - Covington Motor Vehicle Parking Authority. Owner is not bound by any oral representations, clarifications, or changes made by any Owner employee, unless such clarification or change is provided to all Respondents via written addendum from an authorized representative of the Owner and posted to the Owner's website.

C. ANTI-DISCRIMINATION STATEMENT

The Owner expressly prohibits discrimination of any kind or manner. The Owner shall not discriminate against any individual or vendor based on: race, color, religion, sex, sexual orientation, gender identity, age, national origin, ancestry, marital status, parental status, familial status, place of birth, disability, or natural texture, color of hair, hair styles, or protective hair styles (including, but not limited to braids, locks, twists, and coverings).

In accordance with the Owner's Human Rights ordinances, the selected Respondent agrees that it shall not in any manner discriminate on the basis of any protected class, including but not limited to: race, color, religion, sex, sexual orientation, gender identity, age, national origin, ancestry, marital status, parental status, familial status, place of birth,

disability, or natural texture, color of hair, hair styles, or protective hair styles (including, but not limited to braids, locks, twists, and coverings). See City of Covington Code of Ordinances § 32.040 et. seq.

The Bidder shall additionally be required to comply with the anti-discrimination and affirmative action requirements for contractors contained in KRS 45.570.

D. REFERENCES AND EXPERIENCE

All interested parties are required to submit with their Proposal a comprehensive list of references. Interested parties should provide a minimum of three (3) references in which they have provided similar or related services. References shall need to include at a minimum: company name, address, telephone number and contact person. Responding parties agree to authorize the Owner to verify references provided, to determine quality and manner of previous work performed.

E. COMPLIANCE WITH LAWS

All Respondents shall observe and comply with all regulations, laws, and ordinances of local, state, and federal governments as they apply to this Request for Proposal.

F. DEVIATIONS FROM SPECIFICATIONS

Any deviations from the requested specifications or the terms and conditions of this Request, must be clearly stated in your Proposal. Any significant limitation in scope or manner of proposed work, restrictive conditions, etc., should be clearly disclosed. Responses failing to meet all the specifications will not necessarily be rejected, but any deviations must be clearly noted to be considered.

G. TERMS OF PROPOSAL

The Owner requests to view applicable pricing information for the full scope of the products and/or services contemplated by this RFP from qualified vendors who can provide and meet all specified requirements of this Proposal.

H. SUBCONTRACTING

The Owner is seeking responses from full-service providers. The requirements of this Proposal shall not be subcontracted to other agents, absent express written agreement from the Owner permitting such assignment.

I. INSURANCE REQUIREMENTS

1. Policies, Coverages, and Endorsements

Respondent agrees to and shall maintain for the duration of any agreement resulting from this RFP, at its sole cost and expense, policies of insurance acceptable to the Owner in the following minimum amounts of coverage:

a. **Commercial General Liability Insurance**

i. Each Occurrence $2,000,000

ii. General Aggregate $3,000,000

b. **Professional Liability Insurance**
Insurance providing coverage for:

i. Claims arising from the errors or omissions of the Respondent and/or its sub-contractors.

ii. The negligence and/or failure of Respondent, inclusive of its subcontractor(s) to render professional services.

iii. Subject to minimum limits of coverage in the amounts of:
(1) $2,000,000 each occurrence.

(2) $2,000,000 annual aggregate.

iv. Policies shall provide for the protection of professional work for two (2) years after completion of the work.

c. **Worker's Compensation Insurance**
Submittal of a Proposal response shall serve as affirmation that Respondent is in compliance with the Commonwealth of Kentucky's requirements for Worker's Compensation Insurance, KRS Chapter 342. Should Respondent receive an award of contract and enter into an agreement with the Owner, Respondent confirms its ongoing compliance with KRS Chapter 342 throughout the lifetime of their agreement with the Owner.

2. Subrogation
Respondent agrees to a waiver of subrogation to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Owner, its officers, agents, and employees. An endorsement should be furnished to the Owner upon request, and prior to an award of service.

3. Proof of Insurance
Respondent should include a copy of a valid Certification of Insurance (COI), which will be used to verify the insurance requirements listed herein. After 'Notice of Award,' and prior to contract execution, any Respondent, or Subrespondent, performing on-site work at any Owner location shall be required to name the Owner as an 'Additional Insured,' on a valid Certificate of Insurance (COI) for the original policy, and all renewals or replacements during the term of the agreement.

4. Cancellation
All aforementioned policies, specifically worker's compensation and general commercial liability, shall be endorsed to provide thirty (30) days advanced written notice to the Owner of cancellation, nonrenewal, or any reduction in coverage. Mailed to: 20 West Pike Street, Attention: Covington Motor Vehicle Parking Authority, Covington KY 41011.

K. OCCUPATIONAL LICENSE
Respondent shall acquire, or demonstrate prior acquisition of, a City of Covington Occupational/Business Regulatory Licenses prior to commencing the Work. Respondent shall also ensure that any Sub-Contractor(s) has acquired all licenses necessary to do business in the City of Covington.

L. GOOD NEIGHBOR
Prior to construction or performing any maintenance in Owner right of way, Respondent shall ensure that any Sub-Contractor(s) receive approval via an encroachment permit issued by the Owner through its Public Works Department. During construction periods, Respondent shall ensure that any Sub-Contractor(s) makes all reasonable efforts to mitigate disturbances to the public caused by construction. This includes, but is not limited to, avoiding obstruction of public rights of ways such as streets, sidewalks, and parking areas, adequate cleanup and storage of materials and debris, and advance notice or publication of relevant construction

schedules that may affect the public or Owner agencies. Respondent shall ensure that Sub-Contractor(s) make all reasonable efforts to mitigate effects of construction on air quality and noise level, including the prevention of excess dust particles, the use of lower decibel equipment and machinery when feasible, and the limiting of noise generating construction activity to daytime hours. Any construction that is expected to cause an unreasonable disturbance to the public must be approved by the Owner.

M. INDEMNIFICATION

Respondent shall agree to indemnify and hold harmless the Owner and its directors, officers, employees and agents from all suits, actions, claims or cost of any character, type or description brought or made on account of any loss, expense, liability, damage, claim, including but not limited to personal injury and/or death sustained by any person(s) or property arising out of the acts or negligence of the Respondent, the Respondent's personnel, its agents, and employees, occurring during the performance of its duties. Respondent shall defend Owner, its officers, agents, and employees (i) against any suit, proceeding, claims for losses, costs, damages, or expenses including, without limitation, charges for personal injury, death or property damage that arise out of any and all acts or omissions of employees or agents Respondent in connection with the services; and (ii) shall pay all damages, costs, and expenses in connection with such actions, including Owner's attorneys' fees.

N. NON-COMPLIANCE WITH PROPOSAL

It is understood and agreed upon by all parties, in the event of an award of contract, if said contract fails to meet the terms and conditions accepted by the Owner as specified in this Request for Proposal, and any prior agreements leading up to contract, then the Owner shall retain at its exclusive option all rights, including but not limited to the rights to:

A. Cancel the contract in its entirety; OR

B. Require the contracted party to provide the services as stated in this RFP and its Proposal response at the proposed price(s).

O. RESPONSE REQUEST DISCLAIMER

This Request for Proposal does not commit the Owner to enter into a contract, or award any services in relation to this specific document, nor does it obligate the Owner to pay any costs incurred in preparation or submission of a Proposal or in anticipation of a contract.

P. AFFIDAVITS

Each Respondent must complete and submit with their response the attached 'Non-Collusion Affidavit,' 'Campaign-Finance Affidavit,' and the 'Certification Against Conflicts of Interest, Gratuities, and Kickbacks.'

Q. CLAIMS AGAINST THE OWNER

In consideration of the right to respond to this RFP, Respondent, waives any claim, liability or expense whatsoever against the Owner and its agents by reason of any or all of the following: any aspect of this RFP, the evaluation process, the selection process, or any part thereof, any informalities or defects in the administration of this solicitation, the failure to enter into an agreement, any statements, representations, acts or omissions of the Owner or its agents.

R. GOVERNING LAW

This solicitation and any agreement resulting from this solicitation shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any dispute

arising under this solicitation shall be resolved in a court of competent jurisdiction in Kenton County, Kentucky.

S. COMPETITIVE NEGOTIATIONS

It is the intent of the Owner that this RFP is conducted according to the competitive negotiation procedures set forth in KRS 45A.370. It shall be the Vendor's responsibility to advise the Owner if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Proposal to a single source. Such notification must be submitted in writing and must be received no later than three (3) days after the opening date.

T. PUBLIC INFORMATION NOTICE

All Proposals submitted to the Owner will be used solely for the purpose of evaluating the Proposal for a possible award. The Owner retains the right to provide copies of received Proposals and associated materials to Owner's staff, legal, technical, and financial advisors and representatives. Respondents should take care not to provide any confidential information, trade secrets or other intellectual property, that they do not want to be received by Owner personnel.

Please note that all information submitted for review may be subject to the **Kentucky Open Records Act** and may be made available upon request by the public. Respondents should identify any confidential, proprietary information, or trade secrets and provide justification as to why the disclosure of the records would permit an unfair commercial advantage to the Respondent's competitor.

U. AUDIT OF RECORDS

The Successful Respondent shall maintain books and records relating to this proposal and agreement for a period of five (5) years from the date of final payment under the contract in accordance with KRS 45A.410. Respondent acknowledges that the terms of 45A.410 regarding inspection of books, records, and the place of business of successful Respondent shall apply to the contract for the work.

V. INDEPENDENT CONTRACTOR

The relationship of the Successful Respondent and Owner established by the resulting contract shall be one of independent contractors. Respondent agrees that it shall be considered an independent contractor and that there is no employment relationship created between Respondent and Owner, or between Respondent's employees, agents, and subcontractors and Owner. Respondent and its employees, agents and contractors performing services hereunder shall not be entitled to any employee benefits of Owner.

NON-COLLUSION AFFIDAVIT OF BIDDER

STATE OF _____:
SS:
COUNTY OF _____:

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

(Select one) Sole Owner/Partner/President/Secretary/Other (If Other, indicate Title) *of*

_____ (Name of Bidder), who on

_____, 202__ (Date Bid Submitted)

submitted to the Covington Motor Vehicle Parking Authority a bid as set forth in the attached copy; that all statements of fact in such bid are true; that such bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder 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 bidder or anyone else interested in the proposed contract; and further, that prior to the public opening and reading of bids, said bidder,

A. did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid;

B. did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;

C. did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid 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

E. 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 bidder in his business; and

F. did not include in his bid price any fees, dues, charges, or assessments because required to do so by reason of his 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 would do so.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 202___.

(SEAL OF NOTARY HERE)

Notary Public in and for

_____

My commission expires _____

_____

CAMPAIGN FINANCE AFFIDAVIT OF BIDDER

STATE OF _____ :
SS:
COUNTY OF _____ :

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

(Select one) Sole Owner/Partner/President/Secretary/Other *(If Other, indicate Title)*

of _____ , who on _____, 202__
(Name of Bidder) *(Date Bid Submitted)*

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

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of_____ , 202 .

(SEAL OF NOTARY HERE)

_____
Notary Public in and for

_____

My commission expires _____

City of Covington, KY
ATTACHMENT C

CERTIFICATION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS

Respondent certifies its understanding and compliance with *KRS 45A.455*, which states:

I. It shall be a breach of ethical standards for any City employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

I. He, or any member of his immediate family has a financial interest therein; or

II. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

III. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

II. It shall be a breach of ethical standards for any person to offer, give, or agree to give any City employee or former employee, or for any City employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

III. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a sub Respondent under a contract to the prime Respondent or higher tier sub Respondent or any person associated therewith, as an inducement for the award of a subcontract or order.

IV. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth
in every local public agency written contract and solicitation therefor.

V. It shall be a breach of ethical standards for any City employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

By signing the below, Respondent certifies its ongoing adherence and understanding of the above.

_____
(Print) Name

_____
Signature

ACCIDENT WAIVER AND RELEASE OF LIABILITY

This is an Accident Waiver and Release of Liability agreement between the City of Covington, Kentucky, (hereafter Covington) and _____ (hereafter **Interested Party**).

Interested Party wishes to enter the following City of Covington owned properties for **measurements, photographs, inspection** (hereafter the "Activity").
The structures are at _____ **Covington, KY** (hereafter the “Buildings”).

Covington has agreed to accommodate **Interested Party** and allow him, her, or them to enter the Buildings in order that the Activity may be undertaken. For adequate consideration, receipt of which is hereby acknowledged, Covington and the undersigned hereby agree as follows:

Interested Party and its employees, agents, subcontractors and any and all persons retained by or associated with **Interested Party** that will perform the above services related to the Activity agree to ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS ACTIVITY, including but not limited to any risks that may arise from negligence or carelessness on the part of those being released (Covington, its departments, employees, agents, firemen, administrators, mayor, city commissioners, and any other persons affiliated with or employed by Covington) from dangerous or defective equipment or property owned, maintained or controlled by Covington, or because of its possible liability without fault.

Covington and the undersigned hereby certify that anyone engaging in the above Activity is physically fit, has sufficiently prepared or trained for participation in the Activity, and has not been advised to not participate by a qualified medical professional; and, certifies that there are no health-related reasons or problems which preclude participation in the Activity. The undersigned acknowledges that this Accident Waiver and Release of Liability Form will be relied upon by Covington and that it will govern the undersigned's actions and responsibilities in regard to the Activity.

For adequate consideration, the undersigned hereby takes action for the undersigned, its/his/her executors, administrators, heirs, next of kin, successors, agents, sub-contractors~ affiliates, employees and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event.

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons being released from any and all liabilities or claims made as a result of participation in the Activity, whether caused by the negligence of release or otherwise.
The undersigned acknowledges that Covington and those being released are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity related to the Activity.

The undersigned acknowledges that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of buildings, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to city employees, participants, volunteers, and spectators.

The undersigned hereby consents to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I AM SIGNING IT FREELY AND VOLUNTARILY AND I UNDERSTAND I DO NOT HAVE TO SIGN IT.

Signed,

Signature - Interested Party _____

Print Name _____

Date _____