

REQUEST FOR PROPOSALS

FOR THE

CITY OF BRISTOL, TN

Downtown Development Strategy



PROPOSALS DUE: NO LATER THAN AUGUST 11, 2017, 2:00 P.M. EST.

FAXED OR EMAILED PROPOSALS WILL NOT BE ACCEPTED.

LATE PROPOSALS WILL NOT BE ACCEPTED.



THE CITY OF BRISTOL, TENNESSEE
801 Anderson Street
P. O. Box 1189
Bristol, Tennessee 37621-1189

Department of Administration
Purchasing Division

Telephone: (423) 989-5528
Facsimile: (423) 968-7197
Email: purchasing@bristoltn.org

July 28, 2017

Request for Proposals – Downtown Development Strategy

The City of Bristol is requesting proposals from experienced and qualified firms to assist City staff in developing a Downtown Redevelopment Strategy.

The City of Bristol intends to develop an innovative comprehensive Downtown Development Strategy to guide in planning and decision-making relative to the future of the Bristol's downtown. The Downtown Strategy will provide a framework for the development of future public policy pertaining to future development, redevelopment, infrastructure improvements and expansion, streetscape, and the provision of community services.

Proposals will be accepted in the Purchasing Department, Bristol City Hall, 801 Anderson Street, Room 204, Bristol, Tennessee 37620 until August 11, 2017 at 2:00 p.m., prevailing local time. Include the proposal reference number on the proposal envelope.

All sealed proposals must bear the title "City of Bristol, Tennessee Downtown Redevelopment Strategy" along with the vendor's name and address. Submit one (1) original, seven (7) complete copies and an electronic version of the proposal. Facsimile proposals will not be accepted. Late proposals will not be considered. It is the responsibility of the consultant to ensure that the proposal arrives at the correct location by the correct time.

Contact Crystal Key at 423-989-5528, if you have any questions regarding the proposal process. Any consultants found to be soliciting other representatives of the City of Bristol, Tennessee during this Request for Proposal process may be disqualified.

All proposals and information submitted in response to this RFP shall become public record upon completion of the evaluation process and will be available for review upon request. The City reserves the right to reject any and all responses and to wave any irregularities and informalities in the proposal process. We look forward to receiving your response.

City of Bristol, Tennessee
Request for Proposal

RFP Reference No. 17004

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City of Bristol, Tennessee
DESCRIPTION OF REQUIREMENTS AND SPECIFICATIONS

Downtown Redevelopment Strategy

I. Introduction

The City of Bristol intends to develop an innovative comprehensive Downtown Development Strategy to guide in planning and decision-making relative to the future of the Bristol's downtown. The Downtown Strategy will provide a framework for the development of future public policy pertaining to future development, redevelopment, infrastructure improvements and expansion, streetscape, and the provision of community services.

II. Project Overview / General Scope

The Bristol downtown has experienced a renaissance of redevelopment during the past ten years, in part, due to the initiatives of the City of Bristol and various private property owners sharing a vision of reviving the Bristol downtown. The City has purchased properties at various stages of property availability, not to be developed by the City but preserved and transferred thru a public process to be redeveloped by private sector individuals. The City currently owns one prominent structure and is in the process acquiring additional properties strategically located to affect the downtown redevelopment process.

Recently the City of Bristol Tennessee fostered the development of the Pinnacle, a 100,000+ retail destination center at Exit 74, vastly expanding the Bristol Tennessee retail market. The "Strategy" must include the reality of balancing the continued development of this major retail center and the desired continued redevelopment and expansion of the Bristol downtown and its ancillary areas.

The purpose of the downtown redevelopment strategy is to further refine and target current and future public and private development. Additionally, several prominent buildings have been purchased by individuals and have been or are being renovated and are helping to shape future development opportunities and strategies, and these activities should be a consideration in the development of this public development strategy.

Major issues and areas of focus for the new Downtown Redevelopment Strategy include:

- The identification and prioritization of public investments in the central business district (CBD).
- The development of market place data to support strategic initiatives, plans, and public policy related to future development in the CBD.
- The evaluation of existing public infrastructure and necessary service delivery systems that serve downtown and plans to ensure an adequate infrastructure in future years.
- Recommendations for future expansion of the "downtown footprint".

- Recommendations of future private projects that would further the strategy.
- Initiatives designed to assist businesses and property owners' plans and decisions related to proposed locations, designs, the scale and nature of businesses and investments in downtown Bristol.
- Guidance for policy makers related to economic development policies, standards, and programs related to the development of downtown.

The selected firm will be responsible for preparation of a Downtown Redevelopment Strategy, and all related design concepts and drawings.

III. Proposal Content

The proposal should provide a straightforward, concise description of the firm's capabilities to complete the project. The following is requested format:

- A. Firm Name, Business Address, and Telephone Number including a point of contact for additional information.
- B. Type of organization (individual, partnership or corporation) and year the firm was established.
- C. Primary contact.
- D. Profile of the firms experience, qualifications, and technical capabilities in conducting similar projects. Firms should list contact references for representative projects.
- E. Number of employees by discipline and/or primary function (specify if list is prepared for a branch office).
- F. Project team members including their vitae.
- G. The firm's approach to completing the project.
- H. The firm's estimated project schedule and number of days to complete the design.
- I. The proposal shall be signed by an authorized representative of the firm.
- J. Title VI Disclosure.

IV. Submittal Instructions

Information concerning this Request for Proposals may be directed to:

Crystal Key
Purchasing Agent
City of Bristol Tennessee
P.O. Box 1189
Bristol, Tennessee 37621-1189

Phone: 423-989-5528
Fax: 423-968-7197
Email: ckey@bristoltn.org

- A. All submittals must be received by The City of Bristol prior to 2:00 p.m. local time on (day), August 11, 2017. One (1) original and seven (7) copies of the proposal shall be enclosed in a sealed opaque envelope clearly marked “ DOWNTOWN DEVELOPMENT STRATEGY” submittals must be delivered to the offices:

City of Bristol Tennessee
Purchasing Department
801 Anderson Street
Room 204
Bristol, Tennessee 37620

- B. The proposals will not be publicly opened. All proposals will be treated as confidential throughout the evaluation process to the fullest extent permitted by law. After completion of the evaluation of proposals, all submitted materials will constitute public records which are subject to public inspection and copying under Tennessee law.
- C. The City of Bristol reserves the right to reject any or all proposals, to waive technicalities or informalities and to accept any proposal deemed to be in the best interest of the City.
- D. This Request for Proposals does not commit The City of Bristol Tennessee to execute an agreement, to pay any costs incurred in the preparation of a proposal, or to contract for services.

V. Selection Procedures

- a. Phase I – Evaluation of Proposal
Initial review and screening of firms submitting proposals will be performed by evaluation committee. Selection criteria will be based on the following items:
1. 30% - Experience and qualifications of the firm in providing similar services. This includes relative performance information provided by the representative project references.
 2. 30% - Ability, experience and education of the firm’s personnel and project team.
 3. 10% - Technical staff availability to accomplish the project.
 4. 30% - The firm’s approach and schedule to complete the project.
- b. Phase II – Oral Interviews
Based on the selection criteria, the Evaluation Committee will choose several firms who would make viable candidates. The firms selected from the initial review and evaluation in Phase I will be invited to participate in oral interview(s).
- c. Contract Negotiation
Each proposal will be submitted with the understanding that the acceptance to furnish any or all of the items described requires the execution of an Agreement

between The City of Bristol Tennessee and the firm.

Based on the selection criteria and interview process, the highest qualified firm will be invited to submit a cost proposal. The prospective consultant and the City must come to a mutual agreement on the project scope, technical requirements, and the proposed compensation. Thereafter, the Evaluation Committee will make its recommendation regarding contract award to the City Manager of the City of Bristol Tennessee who will make the final decision in consultation with the City Council of the City of Bristol Tennessee.

If negotiations for proposed compensation are unsuccessful, negotiations shall cease and commence with the second most qualified firm. The City of Bristol Tennessee may, at any time, in lieu of continuing negotiations, elect to redefine the scope of the project and invite another group of consultants to submit proposals.

VI. Schedule of Events

RFP Advertisement	07/27/2017
Closing date for Submittal	08/11/2017
City Completes Evaluation of Phase I – Proposals	08/17/2017
City Completes Evaluation of Phase II – Oral Interviews	08/23/2017
Completion of Contract Negotiation and Contract Award	09/05/2017

This schedule is intended as a guideline for the timing of various events in this effort. Management requirements and other factors may cause certain of these dates to vary somewhat from original intentions. In no event, however, shall the deadline for Request for Proposals submittal be changed.

-End of Section-

City of Bristol, Tennessee

VENDOR STATEMENT OF NON-COLLUSION

Downtown Redevelopment Strategy

Having fully informed himself/herself regarding the correctness of the proposal and statements made herein, the undersigned proposer certifies that:

- 1) The proposal has been arrived at by the proposer independently and has been submitted without agreement with, and without any collusion, understanding, or planned similar course of action with any other vendor of services, materials, equipment, or supplies described in the request to propose, designed to inhibit independent proposing or healthy competition, and
- 2) The detail and intent of the proposal has not been shared by the proposer or its employees or representatives to any person not an employee or representative of the proposer or its surety on any attachment furnished with the proposal, and will not be shared with any such person before the authorized opening of the proposal.

The undersigned proposer hereby guarantees that this statement is executed for purposes of inducing the City of Bristol, Tennessee to consider the proposal and offer an award in agreement therewith.

Legal Name of Vendor

Business Address

Signature and Title of Person Authorized to Sign

Date

REQUIREMENTS OF IRAN DIVESTMENT ACT

Name of Bidder: _____

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the Iran investment activities list created pursuant to T.C.A. § 12-12-106.

Name of & Title of Signer
(Print or Type): _____

Signature: _____

Date: _____

Complete and return with bid package.

TITLE VI VOLUNTARY DISCLOSURE BY VENDORS/CONTRACTORS

The purpose of this request is to provide statistical information related to Title VI regulations. This is a VOLUNTARY disclosure. The information requested pertains to the company owner.

Race: White/Caucasian
 Black/African American
 Hispanic
 Asian
 American Indian and Alaskan Native
 Native Hawaiian or other Pacific Islander
 Other

Gender: Male
 Female

This form will be maintained on file in the Finance Department for review by the City of Bristol, Tennessee and the Tennessee Department of Transportation Title VI Compliance Office.

-End of Section-

City of Bristol
Insurance Checklist

REQUIRED COVERAGE (marked by "X")

MINIMUM LIMITS

- X 1. Worker’s Compensation (proprietor/partners/executive officers exclusion not allowed) – Statutory limits of Tennessee and Employer’s liability \$100,000/accident, \$100,000/disease, \$500,000/disease policy limit.
- X 2. Commercial General Liability (including Premises/Operations) \$1,000,000 CSL BI/PD each occurrence, \$1 million annual aggregate.
- 3. Automobile Liability & Owned /Hired/Non-Owned Vehicles \$1,000,000 BI/PD each accident, Uninsured motorist.
- 4. Independent Contractors \$1,000,000 CSL BI/PD each occurrence, \$1 million annual aggregate.
- 5. Products/Completed Operations \$1,000,000 CSL BI/PD each occurrence, \$1 million annual aggregate.
- 6. Contractual Liability \$1,000,000 CSL BI/PD each occurrence, \$1 million annual aggregate.
- 7. Personal and Advertising Injury Liability \$1,000,000 each offence, \$1 million annual aggregate.
- 8. Umbrella Liability \$1,000,000 BI/PD/PI.
- 9. Per Project Aggregate.
- 10. Professional Liability.
 - a. Architects and Engineers \$1,000,000 per occurrence/claim.
 - b. Asbestos Removal Liability \$2,000,000 per occurrence/claim.
 - c. Medical Malpractice \$1,000,000 per occurrence/claim.
 - d. Medical Professional Liability \$1,000,000 per occurrence/claim.
- 11. Miscellaneous E & O \$1,000,000 per occurrence/claim.
- 12. Motor Carrier Act End. (MCS-90) \$1,000,000 BI/PD each accident, Uninsured Motorist.
- 13. Motor Cargo Insurance.
- 14. Garage Liability \$1,000,000 BI/PD per occurrence.
- 15. Garage keepers liability \$500,000 Comprehensive, \$500,000 Collision.
- 16. Inland Marine-Bailee’s Insurance \$ _____

INSURANCE CHECKLIST (CONTINUED)

Proposal Reference 16007

- 17. Moving and Rigging Floater Endorsement to CGL.
- 18. Dishonesty Bond \$ _____
- 19. Builder’s Risk/Installation Floater Provide coverage in the full amount of contract.
- 20. XCU Coverage Endorsement to CGL.
- 21. Carrier Rating shall be Best’s Rating of B++V or better or its equivalent.
- 22. Notice of cancellation, non-renewal or material changed in coverage shall be provided to City at least 30 days prior to action. Worker’s Compensation notification shall be 10 days prior to action.
- 23. The City of Bristol shall be named as Additional Insured on all polices except Worker’s Compensation, Auto and Professional Liability.
- 24. Certificate of Insurance shall show project number or other contract identifier used by the City.
- 25. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below. The bidder has coverage with this agency for all of the areas marked with the exception of the following numbers:

Comments: _____

Is Professional Liability excluded under General Liability? Yes____ No____

Is Contractual Liability excluded under Comm. General Liability? Yes____ No____

Is Independent Contractors excluded under Comm. General Liability? Yes____ No____

Carrier ratings: Insurer A____; Insurer B____; Insurer C____; Insurer D____

AGENCY NAME: _____

AUTHORIZED SIGNATURE: _____ Date: _____

CONTRACTOR’S STATEMENT:

I have reviewed the above requirements with my insurance agent(s) and, if awarded a contract, will provide all coverage's marked.

CONTRACTOR’S NAME: _____

AUTHORIZED SIGNATURE: _____ Date: _____

This form and the General Contract Form must be completed and returned with the submitted proposal.

-End of Section-

City of Bristol
General Contract Form

Purpose

The General Contract Form is included in every solicitation requiring insurance. The general requirements of the contract form are supplemented by items checked on the Insurance Checklist that identify specific requirements for the bid or project.

Insurance

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See Insurance Checklist (part of the Proposal Forms) for specific coverage applicable to this contract. The term “Contract” as used in this section shall mean the Agreement covering the work that is entered into between the City of Bristol and the Contractor.

General Requirements

1.1 The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the City; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Purchasing Agent of original, signed Certificate(s) of Insurance, General Contract Form, and Insurance Checklist or, alternately, at the City’s request, certified copies of the required insurance policies.

1.2 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.3 The City of Bristol (including its elected and appointed officials, agents, and employees) is to be named as an additional insured under all coverage except Worker’s Compensation and Automobile Liability, and the Certificate of Insurance or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees. The following definition of the term “City” applies to all policies issued under the contract:

“The City of Bristol, Tennessee together with all of its various departments, bureaus, and agencies, as well as any affiliated or subsidiary board, committee, or authority.”

1.4 The contractor shall provide insurance as specified in the Insurance Checklist contained in this document.

GENERAL CONTRACT FORM (CONTINUED)

1.5 The Contractor covenants to save, defend, hold harmless and indemnify the City of Bristol together with its various departments, elected or appointed officials, employees, officers, counsel, agents, and any and all other persons or entities acting on behalf of the same (collectively the City) from and against any and all claims of any sort based upon any theory of liability whatsoever, for any and all harm, loss, damage, injury, cost (including court cost and attorney fees) charges, or other liability of any nature whatsoever, however caused, resulting from or arising out of or in any way connected with the contractors performance or non-performance of the terms of the contract documents or its obligations under the contract based upon any theory of liability whatsoever, including claims brought by third persons, and further covenants to discharge all of the aforesaid persons and entities and forever hold them harmless from the same. The foregoing obligation to indemnify and defend shall continue in full force and effect after the aforesaid contractor completes all of the work required under the contract, until such time as the applicable statutes of limitation or repose have expired.

1.6 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the City.

1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. If the Contractor fails to provide acceptable evidence of current insurance within ten days of written notice at any time during the Contract Term, the City shall have absolute right to terminate the Contract without any further obligation to the Contractor and the Contractor shall be liable to the City for the entire additional cost of procuring performance by another vendor and the cost of performing the incomplete portion of the Contract at time of termination.

1.8 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

1.9 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall be as fully responsible to the City for acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.

1.10 Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. All existing structures, utilities, roads, services, trees and

GENERAL CONTRACT FORM (CONTINUED)

shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 If a Contractor cannot meet the insurance requirements contained in a bid, proposal, or project description, alternate insurance coverage may be considered. Written requests for consideration of alternate coverage must be received by the Director of Purchasing at least ten working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternate coverage, the specified coverage will be required to be submitted. If the City permits alternate coverage, an amendment to the Insurance Requirement will be prepared and distributed prior to the time and date set for receipt of bids or proposals.

1.12 All required insurance coverage must be acquired from insurers authorized to do business in the State of Tennessee, and acceptable to the City. The insurers must also have policyholders' rating of "B++" or better, and a financial size of "Class V" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception in the same manner as described in 1.11 above.

1.13 The City may consider deductible amounts as part of its review of financial stability. The Contractor shall assume all deductibles.

Contractor's Insurance – Occurrence Basis:

2.1 The Contractor shall purchase the following insurance coverage, including the terms, provisions and limits shown in the Checklist:

Commercial General Liability – The Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

General aggregate limit is to apply per project;

Premises/Operations;

Action of Independent Contractors;

Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this contract;

Personal Injury Liability including coverage for offenses related to employment;

Explosion, Collapse, or Underground (XCU) hazards.

GENERAL CONTRACT FORM (CONTINUED)

Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and Automobile Contractual Liability.

Worker's Compensation – statutory benefits as required by the State of Tennessee, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage.

Commercial General or other Liability Insurance – Claims-made Basis:

If Commercial, General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Checklist remain the same. The Contractor must either:

- i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

Alternative Coverage (Self Insurance)

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverage is acceptable to the City.

Limits of Liability Coverage

Specific limits of liability coverage on the Insurance Checklist may be adjusted according to project risk if the adjustment is deemed appropriate and the amended amount is approved by the City Manager.

GENERAL CONTRACT FORM (CONTINUED)

Verification of Compliance

I have read this General Contract Form and agree to all the terms and conditions contained therein.

Contractor's Name: _____

EIN or SSN: _____

Signed by: _____

Title: _____

Date: _____

This form and the Insurance Checklist must be completed and returned with the submitted proposal.

-End of Section-