

City of Scottsbluff, Nebraska

Monday, December 18, 2023

Regular Meeting

Item Consent4

Council to approve Request for Proposals for the purpose of selecting a Contractor to prepare and complete a rewrite of the City's Comprehensive Plan and authorize the city clerk to advertise for proposals to be received by April 5, 2024 at 2:00 p.m.

Staff Contact: Zachary Glaubius, Development Services Director

Agenda Statement

Item No. Consent Calendar

For meeting of: December 18th

AGENDA TITLE: Council to approve Request for Proposals for the purpose of selecting a Contractor to prepare and complete a rewrite of the City's Comprehensive Plan and authorize the City Clerk to advertise for proposals to be received by April 5, 2024, at 2:00 p.m.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services Department and Economic Development Department

PRESENTATION BY:

SUMMARY EXPLANATION: The City has budgeted funds for a new Comprehensive Plan during the FY2023-2024. The current plan was completed in 2016 and needs updating and expanding. The Comprehensive Plan RFP will be advertised from January 3, 2023 to April 5, 2024.

BOARD/COMMISSION RECOMMENDATION: None.

STAFF RECOMMENDATION:

Approval _____

EXHIBITS

Resolution Ordinance Contract x Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

**Request for Proposals
City of Scottsbluff City Hall Comprehensive Plan**

Owner: City of Scottsbluff
Address: 2525 Circle Drive, Scottsbluff, NE 69361

Sealed Proposals for preparation and complete rewrite of the Comprehensive Plan, will be received by Kimberley Wright, City Clerk at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska until 2:00 P.M., (Mountain Time) April 5, 2024, and then at said office publicly opened and read aloud.

Request for Proposals Documents are available and may be obtained from the City of Scottsbluff at the above referenced address or via
https://www.scottsbluff.org/government/city_clerk/bid_opportunities.php

/s/ Kimberley Wright
City Clerk

Publish three times:
January 4, 2024; February 1, 2024; March 7, 2024
One affidavit of publication requested

**CITY OF SCOTTSBLUFF, NEBRASKA
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

RETURN TO:

Name: City Clerk
Address: 2525 Circle Dr
City/State/Zip: Scottsbluff, NE 69361
Phone: 308-630-6221

OPENING DATE AND TIME	RELEASE DATE
April 5, 2024 at 2:00 PM Mountain Time	January 3, 2024

**PLEASE READ CAREFULLY
SCOPE OF SERVICE**

The City of Scottsbluff City, Nebraska is issuing this Request for Proposal (RFP) for the purpose of selecting a qualified Contractor with considerable experience in community design, land use and environmental planning, proposal analysis, and citizen engagement to provide consulting services related to a complete rewrite of the City’s Comprehensive Plan (“proposal”). A more detailed description of the City and the scope of work can be found in Sections II and III. The resulting contract may not be an exclusive contract as the City reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be one year, commencing upon execution of the contract by the City and the Contractor. The Contract may include the option to renew for additional time periods upon mutual agreement of the parties, and the City reserves the right to extend the period of this contract beyond the termination date if needed.

Public Record Notice

In furtherance of the State’s public records statutes (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this request will be retained by the City and considered public records.

This includes the entire proposal or response. Contractors must request that proprietary information be excluded from the record. The contractor must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate section marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The Contractor must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitors and explain how the named business competitors will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. Contractor will be notified of the decision. Absent a determination that information is proprietary, the City will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the City determines it is required to release proprietary information, the Contractor will be informed. It will be the contractor's responsibility to defend the Contractor's asserted interest in non-disclosure.

To facilitate any public records requests, with the exception of proprietary information, the City reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this request for any purpose and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this request, specifically waives any copyright or other protection the contract, proposal, or response to the request may have and acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this solicitation and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the request being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the request agrees not to sue, file a claim, or make a demand of any kind and will indemnify and hold harmless the City and its employees, volunteers, agents, and its elected and appointed officers from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the City, arising out of, resulting from, or attributable to the posting or release of the contract or the proposals and responses to the solicitation, awards, and other documents.

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I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

This request is designed to solicit proposals from qualified Contractors who will be responsible for providing consulting services related to a complete rewrite of the City's Comprehensive ("Project") at a competitive and reasonable cost. A Community Profile, Project Description and Scope of Work, and Proposal Instructions may be found in Sections II through IV.

Proposals shall conform to all instructions, conditions, and requirements included in this request. Prospective Contractors are expected to carefully examine all documents, schedules, and requirements in this request and to respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to this request.

Contractors should complete Sections III and IV and any attached Forms as part of their proposal.

B. PROCURING OFFICE AND COMMUNICATION WITH CITY STAFF AND EVALUATORS

Procurement responsibilities related to this request reside with the Development Services Director and Economic Development Director. The points of contact (POC) for the request are as follows:

Name:	Zachary Glaubius	Telephone:	308-630-6244
Position:	Dev. Serv. Director	E-Mail:	zglaubius@scottsbluff.org
Address:	2525 Circle Drive Scottsbluff, NE 69361		

Name:	Sharaya Toof	Telephone:	308-632-0052
Position:	Econ. Dev. Director	E-Mail:	stoof@scottsbluff.org
Address:	2525 Circle Drive Scottsbluff, NE 69361		

From the date the request is issued until an Intent to Award is issued, communication from Contractors may only be directed to the POC listed above. After an Intent to Award is issued, Contractor may communicate with any individuals the City has designated. No member of the city government, employee of the City, or member of the Evaluation Committee is empowered to make binding statements regarding this request. The POC will issue any answers, clarifications, or amendments regarding this request in writing; however, only the City Council can award a contract. Contractors shall not have any communication with or attempt to communicate with or influence any evaluator involved in this request.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the request POC; and,
3. Contact required for negotiation and execution of the final contract.

The City reserves the right to reject a Contractor’s proposal, withdraw an Intent to Award, or terminate a contract if it determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The City expects to adhere to the procurement schedule shown below, but all dates are approximate and may be subject to change:

Events		DATE/TIME
1.	Release Request	January 3, 2024
2.	Last day to submit written questions	March 15, 2024
3.	City responds to written questions through Request “Addenda” or “Amendments” to be posted to the City’s website at: https://scottsbluff.org/government/city_clerk/bid_opportunities.php	Ongoing until March 22, 2024
4.	Proposal Opening Location: Scottsbluff City Hall 2525 Circle Drive Scottsbluff, NE 69361	April 5, 2024 2:00 PM Mountain Time
5.	Review for conformance to request requirements	April 5, 2024
6.	Evaluation period	April 5, 2024 to April 26, 2024
7.	Oral Interviews/Presentations or Demonstrations	April 5, 2024 to April 26, 2024
8.	Provide Notification of Intent to Award	April 29, 2024
9.	Contract finalization period	April 29, 2024 to May 14, 2024
10.	Contract award	May 20, 2024

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any request provision must be submitted in writing to the POC and clearly marked “Comprehensive Plan Questions”. The POC is not obligated to respond to questions that are received late per the Schedule of Events. It is preferred that questions be sent via e-mail to zglaubius@scottsbluff.org and stoof@scottsbluff.org, but they may be delivered by hand or by U.S. Mail.

Contractors should present, as questions, any assumptions upon which the Contractor's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a Contractor. The contract will not incorporate any known or unknown assumptions of a Contractor.

E. SECRETARY OF STATE REGISTRATION REQUIREMENTS

All Contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State registration requirements. The Contractor who is the recipient of an Intent to Award will be required to certify that it has complied and to produce a true and exact copy of its current Certificate or Letter of Good Standing or, in the case of a sole proprietorship, to provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form provided by the City. This must be accomplished prior to execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

The City reserves the right to reject proposals, withdraw an intent to award or an award, or terminate a contract if a Contractor commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the proposal process;
2. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the proposal process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another party or entity; and
5. Colluding with any person or entity to influence the proposal process, submit sham proposals, preclude proposals, fix

pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the City.

The Contractor shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract. Throughout the proposal process, Contractor shall have an affirmative duty to report any violations of this clause caused by the Contractor or its potential subcontractors and, throughout the term of the resulting contract, for the successful Contractor and their subcontractors.

G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the request (Sections III to V) will become a part of the terms and conditions of the contract resulting from this request. Any deviations from the request in Sections III to V must be clearly defined by the Contractor in its proposal and, if accepted by the City, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the request, requirements, or applicable local, state, or federal laws or regulations. Deviation, for the purposes of this request, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this request. The City discourages deviations and reserves the right to reject proposed deviations.

H. SUBMISSION OF PROPOSALS

Contractors must submit one proposal marked "ORIGINAL", six hard copies, and one digital copy. Contractors are solely responsible for any variance between the copies submitted. Proposal responses should include all completed forms. Proposals must reference the Comprehensive Plan RFP and be sent to the specified address. If a recipient phone number is required for delivery purposes, 308-632-0052 should be used. A reference to Comprehensive Plan RFP should be included in all correspondence.

The City will not furnish packaging and sealing materials. It is a Contractor's responsibility to ensure the request is sent in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. The outside of any packaging or container must state the company's name and include the words "Proposal for Comprehensive Plan" and the RFP number. Sealed proposals must be received by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

The Request for Proposal form must be manually signed in an indelible manner and returned by the proposal opening date and time along with the Contractor's Request for Proposal and any other requirements as stated herein in order for the Contractor's response to be evaluated.

It is the responsibility of the Contractor to check the City's website for all information relevant to this Request for Proposal to include addenda or amendments issued prior to the opening date. Website address is as follows:

https://scottsbuff.org/government/city_clerk/bid_opportunities.php

Emphasis should be concentrated on conformance to the request instructions, responsiveness to requirements, completeness, and clarity of content. If the contractor's proposal is presented in such a fashion that makes evaluation difficult or overly time-consuming, the City reserves the right to reject the proposal as non-conforming.

The Technical and Cost Proposals should be presented in separate sections (loose-leaf binders are preferred) on standard 8 1/2" x 11" paper, except that charts, diagrams and the like may be on foldouts which, when folded, fit into the 8 1/2" by 11" format. Pages may be consecutively numbered for the entire proposal or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. They should be placed as close as possible to the referencing text and referenced in the text by their respective numbers.

The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the Contractor's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the Contractor's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

By signing the "Request for Proposal for Contractual Services" form, the Contractor guarantees compliance with the provisions stated in this request.

I. METHOD OF SUBMISSION

Proposals may be delivered in person, via U.S. Mail or private carrier/courier. The City will not accept proposals by fax, voice, email, or telephone.

J. PROPOSAL CORRECTIONS

A Contractor may correct or withdraw a proposal prior to the time of opening by giving written notice to the City of intent to withdraw the proposal for modification or to withdraw the proposal entirely. Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

K. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened if requested by the Contractor and at Contractor's expense. The City is not responsible for proposals that are late or lost regardless of cause or fault.

L. PROPOSAL OPENING

The opening of proposals will be public, and the Contractors will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the City's website once an Intent to Award has been posted.

Information identified as proprietary by the submitting contractor, in accordance with this request and state law, will not be posted. If the City determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting Contractor will be notified of the release, and it shall be the obligation of the submitting Contractor to take further action if it believes the information should not be released. Contractors may contact the City to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the City and will not be returned.

M. INITIAL REVIEW OF PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is appropriate. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections III through V;
5. Completed Technical Approach; and
6. Completed Cost Proposal.

N. EVALUATION COMMITTEE

Proposals will be evaluated by members of an Evaluation Committee. The Evaluation Committee will consist of individuals selected at the discretion of the City. Names of the members of the Evaluation Committee will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this request may result in the rejection of the Contractor's proposal and further administrative actions.

O. EVALUATION OF PROPOSALS

All complete proposals will be evaluated. Each evaluation category will have a maximum point potential. The City will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Overall proposal quality and its responsiveness to the RFP, including but not limited to:
 - a. completeness, clarity, and conciseness;
 - b. comprehension of the scope of work and meeting the stated purpose and needs of the City;
 - c. uniqueness or innovativeness;
2. Corporate Overview should include but is not limited to:
 - a. the ability, capacity, and skill of the contractor to deliver and implement project that meets the requirements of the request;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the Contractor;
 - c. whether the Contractor can perform the contract within the specified time frame;
 - d. the quality of performance on prior contracts;
 - e. the ability of the Contractor to identify and assist in procuring outside funding possibilities to further enhance the project while leveraging existing funding;
 - f. the ability of the Contractor to successfully collaborate with City staff and representatives;
 - g. such other information that may be secured and that has a bearing on the decision to award the contract;
3. Technical Approach; and,
4. Cost Proposal.

Proposals will be evaluated and ranked based on the above criteria as determined by the City. The City will afford equal opportunity to all those who submit proposals and will not discriminate in its selection of consultants on the grounds of race, sex, color, physical handicap, or national origin.

P. ORAL INTERVIEWS/PRESENTATIONS OR DEMONSTRATIONS

The City may determine after the completion of the Technical and Cost Proposal evaluations that oral interviews/presentations or demonstrations are required. Not every Contractor will be given an opportunity to interview/present or give demonstrations; the City reserves the right, in its discretion, to select only the top scoring Contractors to present/give oral interviews. The scores from the oral interviews/presentations or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the Contractors to demonstrate their proposal offering and to explain or clarify any unusual or significant elements related to their proposals. Contractors' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this request, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the City and the presenting Contractor will be permitted to attend the oral interviews/presentations or demonstrations. A written copy or summary of the presentation and any demonstrative information (such as diagrams, briefing charts, etc.) may be offered by the Contractor, but the City reserves the right to refuse or not consider the offered materials. Contractors will not be allowed to alter or amend their proposals.

Once the oral interviews/presentations or demonstrations have been completed, the City reserves the right to make an award without any further discussion with the Contractors regarding the proposals received.

Any costs incidental to the oral interviews/presentations or demonstrations shall be borne entirely by the Contractor and will not be compensated by the City.

Q. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the City and submitted by the Contractor, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The City reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest-scoring Contractor; however, a Contractor should provide the best offer in its original proposal. Contractors should not expect that the City will request a best and final offer.

R. REFERENCE AND CREDIT CHECKS

The City reserves the right to conduct and consider reference and credit checks and to use third parties to conduct such checks. By submitting a proposal in response to this request, the Contractor grants to the City the right to contact or arrange a visit in person with any or all of the Contractor's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

S. AWARD

The City reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the City's discretion and in the City's best interest. After evaluation of the proposals, or at any point in the solicitation process, the City may take one or more of the following actions:

1. Amend the request;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the City's request process and in Contractor proposals that are not material, do not compromise the request process or a Contractor's proposal, and do not improve a Contractor's competitive position;
4. Accept or reject any portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the request;
7. Elect to rebid the request;
8. Award single lines or multiple lines to one or more Contractors; or,
9. Award one or more all-inclusive contracts.

The request does not commit the City to award a contract. Once an intent to award decision has been determined, it will be communicated to the Contractor.

T. ALTERNATE/EQUIVALENT PROPOSALS

Contractors may offer proposals that are at variance from the express specifications of the request. The City reserves the right to consider and accept such proposals if, in the judgment of the Points of Contact, the proposal will result in goods or services equivalent to or better than those which would be supplied in the original proposal specifications.

If this request is for specific goods, materials, or equipment, Contractors must indicate on the request the alternate manufacturer's name and part numbers and shall submit with their proposal sketches, descriptive literature, and complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions, and specifications, and the Contractor shall be held liable therefore.

U. LUMP SUM OR "ALL OR NONE" PROPOSALS

The City reserves the right to purchase item-by-item, by groups, or as a total when the City may benefit by so doing. Contractors may submit a proposal on an "all or none" or "lump sum" basis but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal that requires the purchase of all items that are offered and Contractor declines to accept award on individual items; a "lump sum" proposal is one in which the Contractor offers a lower price than the sum of the individual proposals if all items are purchased but agrees to deliver individual items at the prices quoted.

V. PROPOSAL PREPARATION COSTS

The City shall not incur any liability for any costs incurred by Contractors in replying to this request, in participating in the demonstrations or oral presentations, or in any other activity related to bidding on this request.

W. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violations of the terms and conditions contained in this request or any resultant contract, at any time before or after the award, shall be grounds for action by the City, which may include, but is not limited to, the following:

1. Rejection of a contractor's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Performance Reports;
5. Termination of the resulting contract;
6. Legal action; and,
7. Suspension of the Contractor from further bidding with the City for a period of time relative to the seriousness of the violation, such period to be within the sole discretion of the City.

X. REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals, wholly or in part, in the best interests of the City.

Y. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder may be allowed a preference against a Nonresident

Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a Resident Bidder is equal in all respects to one from a Nonresident Bidder from a state which has no preference law, the Resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

II. COMMUNITY PROFILE

The City is a diverse, thriving community of over 14,000 residents and is located in the Nebraska Panhandle along the North Platte River. The City is the largest city in the urban area consisting of the cities of Scottsbluff, Gering, and Terrytown and regional economic hub. In order to preserve Scottsbluff's quality of life, while continuing to attract new businesses, investments, and residents to the community, the City must carefully plan for its future. The new Comprehensive Plan that results from this project will be the framework for ensuring orderly, efficient, and manageable growth of the community.

III. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

This Request for Proposals seeks to establish a relationship with a qualified Contractor to assist in the City's Comprehensive Plan rewrite. The Plan shall define a vision for the community, which shall address the desired balance of land uses, their location, design character and density as applied to undeveloped, underdeveloped, and redevelopment areas, and the interconnection among land use, the natural environment, the socioeconomic environment, and the built environment. The overall theme of the Plan shall be smart growth to create long-term sustainability, a unique sense of community and place, and a broader range of employment and housing choices and to preserve and enhance the City's natural and cultural resources.

The Contractor shall initiate the overall study, examine existing conditions, identify needs and opportunities, and prepare implementation strategies for the City. The Contractor is expected to analyze existing conditions to update the Comprehensive Plan components. The analysis must identify emerging trends and the suitability of existing land use regulations, public/private facilities, and services to meet the growing and changing needs of the population. The Plan shall also explore where public or private initiatives would be necessary to maintain and improve services and facilities.

The Contractor shall use information contained in prior planning analyses and reports to assist with the development of the new Comprehensive Plan. The Plan should be set up in a manner in which it is possible to update individual elements in the future. The City's existing conditions shall be analyzed through a public participation process to formulate community goals and objectives that represent the collective desires of the public. In addition to City residents, the process may include the surrounding municipalities, the county, and non-resident citizens, as well as various regional agencies.

The Plan shall outline development or redevelopment strategies that consider preferred future land use patterns and the infrastructure improvements required to support such land use patterns. Economic, social, and environmental impacts shall be addressed as well. The implementation strategies shall identify projects that can be pursued to implement the goals of the Plan.

B. PROJECT BUDGET

The project budget has not been established and is negotiable based on the different plans and reports included in the scope of work. Contractors must provide a practical budget for undertaking each portion of the project scope of work. Contractors should keep in mind current economic conditions and be as efficient as possible in this process.

C. PROJECT REQUIREMENTS

The overall timeline for the development of the Comprehensive Plan is approximately nine to twelve months. As part of the proposal response, Contractors must submit a project schedule of anticipated tasks showing key task target dates, including public meetings and hearings, and the estimated duration of each task. Variations from the City's intended timeline may be negotiated.

D. SCOPE OF WORK

The scope of the project is to complete a new Comprehensive Plan and redefine a community-based vision based upon public participation. The Plan should have a new approach than the existing comprehensive plan. Desirable aspects include: updating the future land use plan and map; suggestions, guidance, and plans for downtown revitalization and redevelopment, affordable and workforce housing, walkability and connectivity, enticing new residents, businesses, and industries to relocate, and making Scottsbluff a destination city; along with an annexation plan.

Local History

The Plan shall provide a brief background to the community and region. This aspect serves as the introduction to the Plan.

Demographic and Socioeconomic Analysis and Report

The Plan shall reflect current and projected demographic and socioeconomic trends and their implications on land use patterns and public services planning. Contractor shall endeavor to obtain current and accurate demographic and socioeconomic data upon which policy recommendations can be based.

Community Character and Design Plan

The Plan shall set out policies that address community image and the preservation of community attributes. Special focus should be given to the central business district, East Overland neighborhood, and other historic residential neighborhoods. This element will be a foundation for continuing the use and/or furthering development of existing design standards.

Current & Future Land Use Plan

The Current and future Land Use Plan should develop population projections and build-out scenarios utilizing preferred land use patterns for the City and its extraterritorial zoning jurisdiction. The build out scenarios should include: land use projections, population densities, development phasing models, growth compatible with the natural environment, and infrastructure improvements at required. The contractor should review, analyze, and provide land use and development goals, policy, and action items of the Plan. Including a Future Land Use Map.

Economic Development Plan

The Plan shall address a range of policies that preserve and strengthen business, commerce, and industry in the City. This shall characterize the unique attributes of local business districts and industrial tracts. Additionally, this element should evaluate under-utilized commercial, retail, and industrial spaces and opportunities within the City. The Contractor shall review and provide goals and actions items regarding tourism. Projected employment and ratios of employment to housing units shall be discussed.

Housing Plan

The housing plan should provide a review of current housing practices and development patterns. This element should make recommendations for more diversified housing products and policies based on optimal practices and projected demographics. This element should review regional housing development practices and compare/contrast the practices with the City's current policies and standards. This element should also address a range of tools and policies which improve existing housing and promote housing development in the City. Current and proposed tools and policies included Rural Workforce Housing and a proposed regional landbank.

Transportation Plan

The Plan shall evaluate trend and changes in the City's existing transportation system. This should assess multi-modal and multi-purpose transportation options. Special attention should be given to mass transit and non-motorized vehicle travel modes.

Infrastructure

The infrastructure plan should include the preparation of a capital improvement plan. This element should incorporate the current infrastructure and recommend goals, policy, and action items for future infrastructure needs to include in the capital improvements plan. This should address growth management strategies as it relates to infrastructure as well as projections and locations for needed infrastructure. Special emphasis should be given to stormwater management and the Scottsbluff Drain.

Parks, Open Space, and Natural Environment Plan

The Plan shall examine and analyze the need and locations for more parkland based on population and demographic projections, with special attention on replacing the Westmoor Pool. This should also review and update the City's current Outdoor Design Standards Manual and other standards and specifications pertaining to parks. Additionally, this should include recommendations on how to increase parks, open spaces, and trails to meet the needs of various types of users and abilities. Deliverables include an updated Master Pathways Plan.

Community Facilities & Utilities Plan

The Plan shall address a wide range of governmental services including how to successfully expand community-based services to achieve the overall themes and goals of the Comprehensive Plan. The Plan shall address maintaining the high standards of public safety and crime prevention in the City, and the service capacities of the City in addition to being an important part of the direction and phasing of the future land use. This should review City office and maintenance facilities to ensure proper alignment and best use.

Energy Plan

The Plan shall assess energy infrastructure and energy use by sector. This should also evaluate the utilization of renewable energy sources and promote energy conservation measures which benefit the community.

Annexation Plan

The Plan shall develop an annexation plan based on current development and future development scenarios.

Branding

The Plan shall have a branding scheme to create an identity for the Comprehensive Plan.

E. WORK PLAN

The City considers citizen input essential. The Comprehensive Plan process shall be structured to maximize citizen involvement and participation. The Contractor shall be responsible for designing a public participation strategy and working closely with a Comprehensive Plan study advisory team. The Contractor is encouraged to propose a process that is both creative and interactive for soliciting input from a diverse participant pool with the goal of channeling this input into realistic alternatives for consideration by the administration, the public, the Planning Commission, and the City Council.

The Contractor shall conduct community surveys that assess attitudes and visions for the growth of the community. The surveys shall identify the community's perception of and satisfaction with existing services. Additionally, the survey results shall

yield conclusions based on the community opinions regarding future policies on issues such as land use patterns, transportation, economic development, housing (including underserved housing areas), public safety, parks, community facilities, and environmental issues. The citizen participation process shall specifically gauge the public's acceptance of sustainable practices. The Contractor shall maintain a project web page to communicate the project schedule, upcoming meeting dates, and links to various contact persons. The use of other forms of social media is desirable. The Contractor shall post and provide web-ready graphics and maps as they are produced.

F. PROJECT PLANNING AND MANAGEMENT

The Contractor shall work closely with the City's Comprehensive Plan study advisory team for all aspects of project planning and management and shall analyze and incorporate additional elements from studies, reports, and other additional resources the City has acquired.

Additional Resources

Additional material for background gathering:

- 2016 Comprehensive Plan
- 2004 Comprehensive Plan
- Existing Zoning Map
- 2022 or later Aerial Photography
- Parks and Recreation Plans
- Utilities Plans
- Bicycle/Pedestrian Plans
- Floodplain Development Policy
- East Overland Corridor Revitalization Plan
- Scotts Bluff, Morrill and Kimball Counties/Communities, Nebraska Multi-County Regional Housing Study

G. DELIVERABLES

The Comprehensive Plan format shall consist of both digital files (Microsoft Word; Adobe PDF) and hard copies printed in an 8 ½ by 11 (vertically oriented) three ring binder format that lends itself to amendments. Maps shall be produced in ArcGIS Pro 3.0 or higher format of 36" by 48" and with the capability of being legibly reduced to 11 by 17 for inclusion into the binder. The contractor shall deliver the draft and final documents in both hard copy and electronic formats to allow for reproduction, revision, and direct web posting.

- Prepare Key Plan Element drafts for staff, citizens, and Planning Commission review.
- Digitize new maps, input data and create new GIS layers, and incorporate selected maps from existing work products to produce a GIS.
- Prepare Comprehensive Plan
- Produce all materials for public presentations.
- Provide digital, web ready drafts of the Plan for posting on the City's website as well as the required Study website.
- Produce final copies for approval and adoption by the City Council.
- Provide the City with a reproducible hard and digital copy of the adopted Plan. Digital documents and maps shall be easily editable and provided in the following file formats:
 - Comprehensive Plan text and maps must be provided in Adobe PDF.
 - Comprehensive Plan text must also be provided in Microsoft Word format.
 - All final maps and layers must be delivered in a geodatabase and project file using ArcGIS Pro 3.0 or higher along with map templates generated throughout the process. All final maps and source data files must be provided to the City.

IV. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by Contractors in preparing the Technical and Cost Proposal. Contractors should identify the subdivisions of Project Description and Scope of Work clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the City's comparative evaluation.

Proposals must demonstrate that the Contractor has the professional capabilities to accomplish the project and should contain any relevant and helpful information that indicates the Contractor's ability to successfully complete all aspects of the Project Description and Scope of Work. Completed proposals should be no longer than twenty-five (25) pages and are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions, format, and order:

A. TECHNICAL PROPOSAL CONTENTS

1. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subsections:

a. Contractor Identification and Information

The Contractor should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the Contractor is incorporated or otherwise organized to do business, year in which the Contractor first organized to do business and whether the name and form of organization has changed since first organized.

- i. If any change in ownership or control of the contractor is anticipated during the twelve months following the proposal due date, the Contractor should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded Contractor will require notification to the City.

b. Office Location

The Contractor's office location responsible for performance pursuant to an award of a contract with the City should be identified.

c. Relationships with the City

The Contractor should describe any dealings with the City over the previous ten years. If the organization, its predecessor, or any party named in the contractor's proposal response has contracted with the City, the contractor should identify the contracts or provide any other information available to identify such contracts. If no such contracts exist, so declare.

If any party named in the contractor's proposal response is or was an employee of the City within the past ten years, identify the individuals by name, job title or position held with the City, and separation date. If no such relationship exists or has existed, so declare. If any employee of the City is employed by the Contractor or is a subcontractor to the Contractor, as of the due date for proposal submission, identify all such persons by name, position held with the Contractor, and position held with the City (including job title and agency). Describe the responsibilities of such persons within the Contractor. If, after review of this information by the City, it is determined that a conflict of interest exists or may exist, the Contractor may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

d. Summary of Contractor's Experience

The Contractor should provide project summaries for a minimum of three of the contractor's previous projects similar to this request in size, scope, and complexity. The City will use no more than five (5) narrative project descriptions submitted by the Contractor during its evaluation of the proposal.

The Contractor should address the following:

- i. Provide narrative descriptions to highlight the similarities between the Contractor's experience and this request. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The Contractor's responsibilities;
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime contractor or as a subcontractor. If a Contractor performed as the prime contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

e. Summary of Contractor's Proposed Personnel and Management Approach

The Contractor must identify the specific professionals who will work on the project if they are awarded the contract, with a summary or matrix of the team's shared project experience. The names and titles of each member of the team proposed for assignment to the project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each member should also be identified along with a description, in sufficient detail to permit an evaluation of each team member's ability to complete their tasks within the project timeline, of the current commitments each team member has to other work.

The Contractor should provide resumes for all personnel proposed by the Contractor to work on the project. The City will consider the resumes as a key indicator of the Contractor's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals. Resumes should not be longer than three pages and should include, at a minimum, academic background and degrees, professional certifications, relevant project experience, understanding of the process, and at least three references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the City.

The Contractor should present a project organizational chart, including key staff to be assigned, and a detailed description of its proposed approach to the management of the project.

f. Subcontractors

If the Contractor intends to subcontract any part of its performance hereunder, the contractor should provide:

- i. name, address, and telephone number of the subcontractors;
- ii. key personnel and support staff of each subcontractor;

- iii. specific tasks for each subcontractor;
- iv. percentage of performance hours intended for each subcontract; and
- v. total percentage of subcontractor performance hours.

g. Prior Contract Performance

If the Contractor or any proposed subcontractor has had a contract terminated for default during the past ten years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the Contractor's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the Contractor or litigated and such litigation determined the Contractor to be in default.

It is mandatory that the Contractor submit full details of all termination for default experienced during the past five years, including the other party's name, address, and telephone number. The response to this section must present the Contractor's position on the matter. The City will evaluate the facts and will score the Contractor's proposal accordingly. If no such termination for default has been experienced by the Contractor in the past ten years, so declare.

If at any time during the past ten years, the Contractor has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

2. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

a. Understanding of the Project Requirements

b. Proposed Development Approach

A description of the proposed operation plan including an explanation of technical approaches and a detailed outline of the proposed services for executing all of the project tasks.

c. Technical Considerations

d. Detailed Project Work Plan and Schedule

A comprehensive work task plan that details specific tasks included within each phase and element.

A corresponding graphic calendar or text schedule must be included that shows the proposed timeline for each task and milestone dates. The schedule should include the amount of time in months, and as a percentage of total workload, for each component of the citizen participation phase, the individual elements of the Comprehensive Plan,

e. Deliverables and Due Dates

B. COST PROPOSAL CONTENTS

1. ITEMIZED COST

The cost for each subpart of the project should be itemized to allow the City to prioritize and choose subparts based on a cost/benefit analysis and to aid in cost comparisons between potential Contractors.

2. TOTAL BUDGET

The total budget should reflect the estimated cost for the entire project. If the proposal includes work that will be done by subcontractors, the cost for each subcontractor should be delineated. Indirect costs listed in the budget must be substantiated if the proposal is selected.

Because of budget constraints and appropriations of funds, additional funding is unlikely. Contractors should not anticipate budget expansions unless alternate means of funding are identified and procured.

C. SIGNATURE/CERTIFICATION

The proposal must be signed by an official authorized to bind the offer and must contain a statement that the proposal is a firm offer for a ninety (90) day period from the proposal opening date.

The proposal must also provide the following information: name, title, address, and telephone number of the individual with authority to contractually bind the Contractor. This information may be included in the Request for Proposal for Contractual Services Form or in Form A.

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

Mark any that apply:

<p>_____ RESIDENT BIDDER AFFIDAVIT: Contractor hereby attests that Contractor is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.</p>
<p>_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.</p>
<p>_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.</p>

By signing this Request for Proposal for Contractual Services form, the Contractor guarantees compliance with the procedures stated in this Solicitation and agrees to the terms and conditions unless otherwise indicated in writing

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

Contractor:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	

Form A Contractor Proposal Point of Contact

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the City with information on the Contractor's name and address, and the specific person who is responsible for preparation of the Contractor's response.

Preparation of Response Contact Information	
Contractor Name:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each Contractor should also designate a specific contact person who will be responsible for responding to the City if any clarifications of the Contractor's response should become necessary. This will also be the person who the City contacts to set up a presentation/demonstration.

Communication with the City Contact Information	
Contractor Name:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	