City of Hays
Request for Proposals

COH Project 2010-10
Comprehensive Plan

Date of Issue: October 11, 2010
Proposal Due Date November 10, 2010
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1. Introduction

The City of Hays is currently soliciting qualified professional planning consultants to submit professional qualifications to prepare a comprehensive plan for the City of Hays, Kansas, a community of 20,000 located along I-70 in west central Kansas. Simultaneously, Ellis County is soliciting comprehensive planning services as well. It is the intent of the city and county to jointly select one firm to provide coordinated services to both the city and county under separate contract with separate deliverables.

This written Request for Proposal (RFP) states the scope of the City of Hays requirements and specifies the general rules for preparing the proposal.

The proposal should clearly demonstrate how the firm can best satisfy the requirements of the City of Hays. The City of Hays shall reserve the right to enter an agreement with the firm presenting the proposal that is most advantageous to the City of Hays.

2. Rules of Preparation

The submitted proposals must follow the rules and the format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to comply with any portion of this request may result in rejection of a proposal.

3. Inquiries

The Public Works Department of the City of Hays has prepared this RFP and has designated the Planning, Inspection, Enforcement Superintendent, Jesse Rohr, as project manager. Please direct questions or comments concerning the administrative requirements of this RFP to:

Jesse Rohr, P.I.E. Superintendent
City of Hays Public Works Department
1002 Vine Street
Hays, Kansas 67601
(785) 628-7310 office
(785) 628-7352 fax
jrohr@haysusa.com

To ensure a timely response, questions requiring a response should be faxed or e-mailed to the specified numbers or addresses above.

4. Submission of Proposals

Please prepare and submit six (6) original copies of the proposal. Completed proposals should be sealed and clearly marked "RFP for City of Hays Comprehensive Plan" and be submitted no later than 5:00 P.M. (CST) **November 10, 2010**, to the Public Works Department, 1002 Vine Street, Hays, KS 67601.
Proposals received after the above date and time will be considered late and will not be accepted. Any late proposals will be returned unopened to the firm. Responses will be evaluated objectively based on the firm's responses to the RFP. The City of Hays will not pay costs incurred in the proposal preparation including the costs for printing, demonstration, negotiation process, etc. All costs for the preparation of the proposal shall be borne by the proposing firm.

5. Notification of Withdrawal of Proposal
Proposals may be modified or withdrawn by an authorized representative of the firm or by formal written notice prior to the final due date and time specified for proposal submission. Submitted proposals will become the property of the City of Hays after the proposal submission deadline.

6. Minimum Specifications/Scope of Services
The primary objective in undertaking this Plan is to identify and examine the challenges faced by the City and to identify appropriate strategies and opportunities that take advantage of the City’s existing and potential strengths. The City’s updated Comprehensive Plan must help define a vision of Hays’ future that will inspire, guide, and direct growth in the City while being responsive to citizen needs and desires. To achieve these objectives, the City proposes to retain the services of a qualified and innovative consultant firm or a collaborative consultant team with a demonstrated ability to work interactively with the City Commission, Hays Area Planning Commission, planning staff, Hays citizens, the corporate community and other stakeholders to develop an updated Comprehensive Plan. The selected firm(s) must have both a demonstrated command of state-of-the-art planning concepts and techniques, including smart growth along with sustainable and livable communities’ approaches to development, and demonstrated facilitator skills. The Consultant, or team, with the assistance of the planning staff and other City officials, will engage and interact with the citizens and stakeholders who must be involved to ensure that the Comprehensive Plan that emerges from the process garners the essential buy-in from primary constituencies. The Plan must also be achievable and based on sound analysis and realistic objectives. The City believes that in order for the future vision and the resultant goals, policies, objectives, and actions strategies of the Comprehensive Plan to be effective, the Plan must be developed using an inclusive, participatory process that includes an extensive and effective public outreach component. List in detail how you propose to provide the services along with a schedule of fees to provide such services.

Each proposal shall include a draft Agreement for Services for each phase of the project. The agreement should include but not be limited to: definition of project scope, scope of services to be provided, scope of services to be provided by the City, time schedule, and compensation.

The City of Hays and Ellis County are simultaneously requesting proposals to develop Comprehensive Plans. It is the intentions of the City of Hays and Ellis County to award separate contracts to the same winning consulting firm, resulting in budget savings due to “economies of scale” and complementary comprehensive plans due to coordination during plan development. Proposals should
demonstrate how the firm can provide the coordinated plan development services and economies desired by both the city and county.

7. Contractual Obligations

The successful firm will be required to enter an Agreement for Services with the City of Hays in which the firm will undertake certain obligations. These obligations include, but are not limited to, the following:

Inclusion of Proposal - The proposal submitted in response to this RFP will be incorporated as part of the Agreement for Professional Services.

Indemnification and Insurance - The successful firm(s) shall indemnify and hold the City of Hays and its officers, agents, employees and assigns, harmless from any liability imposed for injury whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of firm, or of anyone acting under firm's direction or control or on its behalf, in connection with or incident to, or arising out of the performance of this contract. Successful firm shall maintain the following insurance requirements during the time of performance of these services and contract period. An insurance certificate must be on file with the City Clerk’s office within four weeks of the signing of the contract by both parties.

a. General Liability Insurance, with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate

b. Automobile Liability Insurance, with a combined single limit of $1,000,000 for each person and $1,000,000 for each accident

c. Worker's Compensation insurance in accordance with statutory requirements and Employer’s Liability Insurance, with a limit of $500,000 for each occurrence

d. Professional Liability Insurance, with a limit of $1,000,000 annual aggregate.

The successful firm shall require all of its subcontractors to maintain general aggregate insurance with limits of not less than $1,000,000 per accident.

Costs - All costs are to be stated in exact amounts. All costs must be detailed specifically in the cost summary section of the proposal; no additional charges (e.g. for sales tax, container packing, installation, training, out-of-pocket expenses, etc.) will be allowed unless so specified in the proposal.

Selection - The final award is subject to the approval of the Hays City Commission.

8. Right of the City of Hays to Reject Proposals

The City of Hays reserves the right to reject any and all proposals or any part of any proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project that may include portions of the originally proposed project as the City of Hays may deem necessary in its best
interest. The City also reserves the right to negotiate with any firm, all or part of any proposal that is in the best interest of the City.

9. Evaluations
The City of Hays will use a committee to evaluate each proposal based on:

- Technical content,
- Previous background and experience,
- Strength of proposed staff,
- Adequacy and completeness of the proposal, and
- Fee schedule

The intent of the city is to hire the most qualified firm to meet the needs of the city within the funds budgeted for this project. The City has budgeted $125,000 for this project.

Based on the recommendations of the committee, the city will enter into competitive negotiations with two or more responsive firms in order to determine a final proposal, within the budget limits, to be recommended for approval. During this process, firms may be requested to submit revised proposals based on the results of these negotiations and arrange for interviews if necessary. At the conclusion of the evaluation process, the Selection Committee is to make a final recommendation to the city manager for his review. This contract is subject to approval by the city commission.

Ellis County is also soliciting Comprehensive Plan Development Services at the same time as the City. The City selection committee will coordinate with the County selection committee to hopefully recommend one firm to both governing bodies to provide professional services to the city and county under separate contracts.

10. Non-limitations to RFP
The format of the RFP must be followed and all requested information must be submitted as indicated; however, the City of Hays is receptive to any additional suggestions pertaining to services development, additional related capabilities, and any alternative methods for providing related services. Any exceptions to the RFP terms and conditions must be included in writing in the proposal.

11. Pre-proposal Conference
No Pre-proposal conference will be held in conjunction with this project.

12. Interpretations and addenda
No interpretation made to any respondent as to the meaning of the RFP shall be binding on the City of Hays unless repeated in writing and distributed as an addendum by the City of Hays. Interpretations and/or clarification shall be requested in writing from the contact person listed in Section 3.

13. Projected Schedule of Events
Release of RFP Document  
10/11/10
14. Proposal Response Format

In order to facilitate the analysis of responses to this RFP, firms are required to prepare their proposal in accordance with the instructions outlined in section 4. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content.

The proposal shall include, as a minimum:

1. An introduction and executive summary of the proposal.

2. The project approach, including comments on schedule, public process, coordination between City and County, project management, understanding of the work and what work, if any, you would expect the City to perform. Discussion and interpretation of the scope of work including those tasks or aspects that you believe require special attention, alternate approaches or revisions suggested based on experience, and descriptions of work elements presented in the proposed scope of work that should be expanded and/or modified to address any special considerations or approaches.

3. Qualifications/Experience:
   i. Describe and document your involvement with other community’s efforts toward developing a comprehensive plan.

   ii. Provide references from those communities.

   iii. An organizational chart of key staff that will be assigned to this project. A summary of their experience and a statement as to their availability and percent of time they would be assigned to this project. Identify the Project Manager and other key staff/special consultant and their qualifications.

4. A schedule of sufficient detail to convey an understanding of the timing and sequence of the work elements.

5. A draft Professional Service Agreement.

6. An estimate of fees to accomplish the scope of work as defined in your proposal.
15. **Confidentiality of Documents**

All responses to the RFP submitted by firms shall be deemed public documents at the time opened by City of Hays. The RFP is intended to be worded in a manner so as not to elicit proprietary information from the firm. If proprietary information is submitted as part of the proposal, such information is to be labeled proprietary and be accompanied with a request that the information is to be returned by the City of Hays to the submitter. Any proposal that is submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.

16. **Legal Notice**

The City of Hays reserves the right to reject any and all proposals and waive any or all technicalities, as determined by the City Manager of the City of Hays.

The City of Hays, Kansas, will not award contracts to nor accept proposals from individuals or entities that attempt to include any of the following in any proposed contract or Request for Proposal:

1. Reduce or diminish the common law or statutory standard of care, make any attempt to limit liability, or reduce responsibility of the contractor for mistake, error, or negligence of any type.
2. Attempt to limit liability for breach of contract or negligent performance to the amount of the payment to the contractor by the City.
3. Attempt to claim ownership of intellectual property created during the performance of the contract with the City.
4. Include binding arbitration agreements.
5. Provide for damages for breach by the owner contrary to common law or statute, including, especially, any attempt to provide for attorney fees as part of recoverable damage.
6. Attempt to select any forum for resolution of disputes other than Ellis County, Kansas.
7. Attempt in any way to reallocate risk contrary to common law or statute, unless specifically requested as an alternate proposal or bid by the City of Hays, Kansas.

The City of Hays expects a professional job, done commensurate with the standards and practices of the profession/or business.

All persons awarded and/or entering into purchase orders with the City of Hays shall be subject to and required to comply with all applicable City, State and Federal provisions.

The City of Hays has an affirmative action program. Any firm will be required to include the following statement in any contract with the City of Hays:

"Contractor shall not discriminate in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, sec, marital status, physical handicap, or medical condition, in violation of any federal or state law. Contractor shall comply with all requirements of the City of Hays pertaining to affirmative action with regard to employment while this Agreement is in effect."