

VILLAGE OF BENNET, NEBRASKA

MODIFIED

REQUEST FOR PROPOSALS (RFP)

FOR ZONING ORDINANCE & SUBDIVISION REGULATIONS UPDATES

**Proposals Due before 3:30 p.m. December 20, 2021
Bennet has budgeted \$15,000 for this project.**

**This RFP is amended to reflect the required Excess/Umbrella Liability to \$1,000,000
and to provide a new due date.**

REQUEST FOR PROPOSALS

I. INTRODUCTION

The Village of Bennet, Nebraska (“**Bennet**”) invites qualified firms to submit a proposal for the provision of professional services to update the Bennet Zoning Code and the Bennet Subdivision Regulations to conform to the latest Comprehensive Plan, to meet current conditions, and to address the changing status of Bennet from a village to a city of the second class under Nebraska statutes.

All Proposals will be time-stamped upon receipt and any Proposals received after the time specified above will be returned unopened. In bold lettering, mark the sealed envelope with the following words: “**Village of Bennet, NE, Zoning & Subdivision Update.**” Faxed or emailed copies will not be accepted. All complete Proposals become the property of Bennet and must be provided without cost to Bennet. Except as otherwise provided for herein, Proposals which are incomplete or which are not in conformance with the law, may be rejected as nonresponsive.

Right to Reject - Bennet reserves the right to accept or reject any or all Proposals, negotiate with any Proposer, alter the scope of work, award multiple Contracts to more than one Proposer, to waive any informalities and irregularities in the submission process, to extend the date for submittal of Proposals, to request additional information from any or all Proposers, to supplement, amend or otherwise modify the RFP prior to the closing date and time, to cancel this request with or without the substitution of another RFP, to re-solicit or cancel the procurement process, and to select a Proposal that is considered to be in the best interest of Bennet.

Proposals Not Returned - Proposals shall not be returned unless a written request to withdraw is received prior to 3:30 PM, CDT, on December 20, 2021. Any Proposal will be deemed to be valid for a period of up to 90 days following the closing date of the RFP. Timely Proposals received shall be subject to applicable laws and regulations governing public disclosure. Providing a Proposal indicates acceptance by the Proposer of the conditions contained in this RFP, and the intent to enter into a Contract with Bennet. Proposals will not be opened publicly.

Proprietary Information - Information that is considered by a Proposer to be proprietary may still be subject to release as a component of a public records request subject to review by the Village Attorney. Proprietary information should be clearly marked as “confidential” or “proprietary” on each page on which such information appears. Proposers should not expect Bennet to seek confidentiality protection for any claimed privileged or proprietary information in the written Proposal just because the material is marked “confidential” or “proprietary.” Any information that the Proposer believes to be exempt from disclosure under the Public Records Act (Neb. Rev. Stat. 84-712 et seq.) must be capable of being separated or redacted from the Proposal and should be clearly and specifically marked.

Bennet Not Obligated - This RFP does not obligate Bennet to enter into a Contract or pay any costs incurred in the preparation of a Proposal pursuant to this RFP or incurred in subsequent negotiations. It is the intention of Bennet to negotiate a Contract with the Proposer it deems most beneficial to Bennet. During the Proposal evaluation process, Bennet may request additional information or clarification from Proposers.

Certification of No Fee Paid - By making a submission pursuant to this RFP, the Proposer certifies that no fee or commission, or any other thing of value, has been paid or agreed to be paid to any employee, agent, representative, or elected or appointed official of Bennet in order to procure the Contract described in this RFP. The Proposer also certifies that the financial information in its Proposal has been arrived at independently and without consultation, communication, or agreement with Bennet, or other Proposers, to restrict competition as to any matter relating to this RFP.

Proposers' Duties to Review RFP - Proposers shall thoroughly examine and become familiar with this RFP, the Proposal forms, and all related documents comprising this RFP and any written Addendum thereto. Each Proposer shall judge for itself all conditions and circumstances within this solicitation having relationship to its respective Response.

Providing a Proposal constitutes an acknowledgment that the Proposer has thoroughly examined and is familiar with this RFP and all Addendums which may be issued. The failure or neglect of a Proposer to receive or examine any RFP documents or Addendum shall in no way relieve Proposer from any obligation with respect to the Proposal or the obligations that result from submitting a successful Proposal. No claim based upon lack of knowledge or understanding of this RFP or its contents shall be allowed. The provisions and terms of the Contract may be revised or adjusted by Bennet prior to final execution.

Equal Employment Opportunity – Bennet is an Equal Employment Opportunity (EEO) organization, which does not discriminate on the basis of race, religion, color, sex, age, marital status, national origin, or disability. The successful Proposer will be required to comply with all federal, state, and local laws and regulations.

Non-Discrimination, E-Verify Requirement, Indemnification

Equal Opportunity

In the performance of this Contract, the selected individual or firm shall not discriminate against any employee, or applicant for employment, on the basis of race, color, religion, sex, disability, marital status, national origin or age.

Compliance with Laws

The selected individual or firm shall perform their respective services in accordance with all applicable laws and regulations enacted and promulgated by the United States, the State of Nebraska, or any political subdivision thereof which govern the conduct of the contractors or subcontractors during the performance of their obligations under this Contract, and they shall be deemed to be included in this Contract as though written out in full in this Contract.

E-Verify

The selected individual or firm shall be required to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

Disadvantaged Business Enterprise (DBE) Eligibility – DBE firms are encouraged to submit a Proposal.

Questions, Inquiries and Contact with Bennet Staff – Bennet is committed to providing all interested parties with accurate and consistent information in order to ensure that no Proposer obtains an undue competitive advantage. To this end, from the date of this RFP through award of the Contract, Bennet contact is: Michele Lincoln, Village Clerk/Treasurer.

All questions from Proposers must be submitted electronically, to Bennet by December 14, 2021. It will be the sole responsibility of the Proposer to ensure questions are submitted in a timely manner. Answers to questions will be posted on Bennet’s website by December 16, 2021.

If it becomes necessary to revise any part of this RFP, an Addendum to the RFP will be provided electronically by posting the same to all Proposers. All Addendums issued during the time of bidding will be incorporated into any resulting Contract. It shall be the Proposer’s responsibility to monitor the Addendums that may be issued under and as a part of this RFP. Copies of this RFP, and any Addendum issued shall be available for viewing at the following link: cityofbennet.com.

Any Addendums so issued are to be considered a part of this RFP document. Therefore, receipt of all Addendums issued during this RFP must be acknowledged on the Signature Page included with your Proposal.

Disclaimer – It is the responsibility of each Proposer to investigate and be satisfied as to the facts and conditions prior to submitting a Proposal. Bennet makes no representation or warranties and accepts no responsibility for the accuracy or completeness of any information supplied. Proposers are responsible for obtaining their own independent financial, legal, accounting, and technical advice on all Proposal matters. Any failure to become fully knowledgeable shall be at the Proposer’s sole risk. Bennet assumes no responsibility for any interpretations made by Proposers on the basis of information provided in this RFP or through any other source.

COMMUNITY PROFILE

The Village of Bennet is located in Lancaster County approximately 10 miles southeast of Lincoln, 1.5 miles south of Nebraska Highway #2 on Highway #43. It is located in a rural area

and is surrounded by a productive crop-based agricultural industry. The “official” planning jurisdiction of the Village of Bennet includes the Bennet Corporate Limits and the area within the 1 mile extra territorial Jurisdiction. Bennet’s population was recorded as 719 residents by the 2010 Census. However, the 2020 Census places Bennet’s population at 1082, well beyond the threshold for change of its government from Village to City of the Second Class. It is one of the fastest growing communities in Nebraska.

Bennet’s greatest opportunities and challenges are held in the geographic and demographic makeup of the community. Location close to jobs, airports, medical services and retail shops continue to attract young families and retirees to the community. New housing provides for an increased valuation and additional tax base for supporting the community.

The Village is governed by a Board of Trustees. Don Murray, Pete Simmons, Justin Dorn, Brad Ruzicka and Ryan Cheney currently serve as Trustees. Regular board meetings are held on the second Monday of each month. Changes or additional meetings are announced in advance.

Michele Lincoln serves as the Village Clerk/Treasurer and Building and Zoning Administrator. Ken Maahs is the Village Utility Superintendent.

Bennet is policed by the Lancaster County Sheriff’s Department. Fire and rescue services are provided by the Bennet Rural Fire District.

BACKGROUND

In 2019, Bennet updated its comprehensive plan by adopting the “BENNET, NEBRASKA Comprehensive Plan 2019-2029.” The Comprehensive Plan contains information about existing conditions within the Village, including population, land use, public facilities, utilities and transportation. The Plan also includes a community/economic development profile/plan to address issues such as business recruitment and retention and housing development, and an energy element to evaluate energy utilization and promote conservation measures. This Plan replaces and serves as an update to the current Comprehensive Plan, prepared in 2006. The Bennet planning process included the development of a General Plan, which establishes specific and practical guidelines for improving existing conditions and controlling future growth. The Plan itself presents a planning program with “Goals” and “Action Steps” in the areas of “Community Growth, Land Use, & Zoning;” “Housing & Neighborhood Redevelopment;” and “Education & Community/Economic Development.”

Zoning Ordinance revisions are required to align with the vision, policies, and actions set forth in the Comprehensive Plan. Firms should review the Future Land Use Map on the Village website in preparation of the proposal: cityofbennet.com.

SCOPE OF WORK

Bennet is requesting interested and qualified firms to submit a proposal, together with a proposed cost of the work, to develop updates of the Zoning Code and Subdivision Regulations, to conform to the Comprehensive Plan, to modernize the Code and Regulations to meet modern and changed conditions, and to serve as the required Zoning Code and Subdivision Regulations proper for a City of the Second Class under Nebraska law. The firm chosen will work primarily with the Village Clerk/Treasurer, who will serve as the point of contact throughout the project and will be responsible for coordinating and implementing the proposed updates to the Zoning Code and Subdivision Regulations, pursuant to legislative requirements. Meetings with Village staff, the Village Attorney, the Planning Commission and elected officials will be critical. A public engagement component will be necessary, in addition to hearings before the Planning Commission and Village Board (or City Council, as the case may be)

While a full review and rewrite of the Zoning Code is needed, the following is a list of key components of the City's current Zoning Code (Section 152 of the Code of Bennet) that are expected to be reviewed for consideration of possible updates:

- Off-street parking requirements, such as additional buffering requirements and a reduction in required off-street parking spaces
- Updating terminology and definitions that are antiquated
- Identifying and adding permitted and conditional uses and definitions not addressed that have become problematic to regulate, yet are newer uses that have become common
- Identifying permitted and conditional uses that may need amended, along with conditional uses having an abundance of conditions that have made development problematic
- Updating for consistency of language, the review process, and legalities regarding variances and conditional use requests
- Reviewing the language and legalities regarding legal nonconforming uses
- Identifying and removing inconsistencies
- Reviewing current zoning districts for legitimacy, either updating or removing (i.e.: the has been used one time in about 15 years)
- Creating a new zoning district with design regulations, maximum front setbacks, density bonuses at key corners, landscaping and buffering
- Reviewing existing multi-family zoning districts for potential additional requirements, such as landscaping and buffering
- Adding design regulations in key corridors, likely as an overlay district
- Reviewing outdoor advertising for alignment with current best practices, including temporary signage and pylon signs

- Updating to enhance the usability and understanding of the Zoning Code with visual representations, charts, tables, matrices, sketches, etc.
- Ensure compliance with federal, state, and local laws, such as fair housing
- Update the Official Zoning Map

While a full review and rewrite of the Subdivision Regulations are needed, the following is a list of some key components of Bennet’s current *Subdivision Regulations* (Section 151 of the Code of Bennet) that are expected to be reviewed for consideration of possible updates:

- Reviewing processes and procedures for approval of Minor Subdivision Plats, Preliminary Plats, and Final Plats for efficiency and flexibility
- Updating all definitions and coordinating same with zoning definitions.
- Evaluating current infrastructure requirements for flexible options (i.e.: curbs vs. no curbs)
- Evaluating the use of more sustainable infrastructure options
- Reviewing the appropriateness and clarity of all Design Standards and Minimum Improvements
- Evaluating the use of flexible types of new housing subdivisions to accommodate consumer interest and housing trends (perhaps the use of incentive zoning to maintain open space and cluster housing, for example)
- Identifying and removing inconsistencies
- Researching possibility of fees related to the impact of services
- Evaluating the use of more sustainable infrastructure options (i.e.: the code only permits a hard, dustless surface and wind turbines/solar is not addressed)
- Ensure compliance with federal, state, and local laws, such as fair housing

In addition to components above, others sections of the Codified Ordinances may need reviewed based on proposed amendments to the Zoning Code and Subdivision Regulations from the selected firm.

Because this will be a legal document adopted by the Bennet Board of Trustees as official codes of the Village of Bennet, the final products will have to be approved as to form and legality by the Village Attorney. It is expected that the firm selected will work closely with the Village Attorney as the codes are drafted and have drafts reviewed by the Village Attorney as work progresses.

DELIVERABLES

The selected firm will prepare any proposed Zoning Code and Subdivision Regulation updates in a format agreed upon by Bennet. Throughout the course of identifying proposed updates, the firm will provide draft versions at various stages throughout the project period. The specific deliverables will be subject to further discussion, such as a proposed timeline, meetings with stakeholders, and public engagement.

SUBMITTAL REQUIREMENTS

Bennet is requesting the following information for the submittal of the proposal:

1. Firm information: Name, address, phone number, e-mail for primary contact, the number of professional staff members and list of their specialties of who will be assigned to work on the project, including years of experience in their respective specialty fields.
Summary of the proposal.
2. Availability: A brief statement as to the availability of the key personnel responsible for the project and where the various of aspect of work would be performed.
3. Time Frame: Statement on anticipated time frame based on the scope of work as listed in this RFP. Report on prior experience in delivering services within the prescribed time frame.
4. State of Qualifications: Provides a summary of the firm's overall background, capabilities, experiences and qualifications. Site any experience with working with codes in small to mid-sized university communities is preferred.
5. Understanding of the Project: Provides an overview of the consulting firm's understanding and approach that will be utilized for this project, including critical issues that will need to be addressed in order to successfully complete this project.
6. Examples of Work: Provide complete or partial examples of work similar in nature to this project.
7. References: Provide 3 references that can speak to the firm's ability to perform the scope of work as listed in the RFP.
8. Cost Proposal: Provide cost for completion of the scope of work as listed in this RFP.
9. Submission Packet: The entire response needs to be submitted in a sealed envelope marked "Village of Bennet, NE, Zoning & Subdivision Update" on the front.
10. Deadline: **Responses to this RFP are due no later than 3:30 p.m. on December 20, 2021 and need to be sent or delivered to:**

The Village of Bennet

Attention: Michele Lincoln, Village Clerk/ Treasurer

685 Monroe

Bennet, NE

Questions regarding the RFP may be addressed to: bennetvlg@diodecom.net

SELECTION PROCESS

A selection committee will review all proposals. In evaluating proposals, the committee will consider all factors in response to the proposals, including: price, consultant qualifications and *experience, project team, response to this request, schedule for completion, and references. *The Village will be looking in particular for experience with codes in small to mid-sized Nebraska communities.

The committee will interview the highest-ranking, in order of qualifications, and travel expenses and costs related to the interview will be the responsibility of the firm. The Village is not obligated to accept the lowest priced proposal, but will make an award in the best interest of the project. Following the evaluation and interviews, the Village of Bennet will enter into contract negotiations with the most highly qualified firm.

Award of Contract; Sample Contract – Award of any Contract arising from any Proposal in response to this RFP will require approval by the Board. Standard terms and conditions shall govern any Contract awarded. The term of the Contract will be for a period of three (3) years from the date of Board approval. However, the Contract may be cancelled at the discretion of Bennet at any time with thirty (30) days’ advance written notice. A sample contract is attached hereto as Attachment B.

ATTACHMENT A

SIGNATURE PAGE

The following signature page shall be utilized by each Proposer and appended to the end of its submittal:

“The undersigned Proposer, having examined the Request for Proposal and related documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth in the Request for Proposal; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents.

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print): _____

Authorized Signature: _____

Date: _____ Email: _____

Phone #:

EXCEPTIONS/DEVIATIONS to this Request for Proposal shall be taken below. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "No Exceptions" in the space below.

FIRM PRICING - Offered prices shall remain firm for a minimum of 90 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the Agreement.

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____
”

ATTACHMENT C

SAMPLE CONTRACT

(We will need to include these in the contract)

Non-Discrimination, E-Verify Requirement, Indemnification Equal Opportunity

In the performance of this Contract, the selected individual or firm shall not discriminate against any employee, or applicant for employment, on the basis of race, color, religion, sex, disability, marital status, national origin or age.

Compliance with Laws

The selected individual or firm shall perform their respective services in accordance with all applicable laws and regulations enacted and promulgated by the United States, the State of Nebraska, or any political subdivision thereof which govern the conduct of the contractors or subcontractors during the performance of their obligations under this Contract, and they shall be deemed to be included in this Contract as though written out in full in this Contract.

E-Verify

The selected individual or firm shall be required to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

Indemnification

The selected individual or firm shall indemnify and hold harmless the Village from any and all liability, damage, cost or expense which the Village may incur or be liable to pay to any third party as a result of any and all negligent acts or omissions of the Consultant.

INSURANCE REQUIREMENTS

Section 1. Insurance. The Consultant shall not commence work under this Contract until the Consultant has obtained all insurance required under this Contract and such insurance, and such insurance company has been approved by the Village, nor shall the Consultant allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Consultant shall either (1) require each subcontractor to procure and to maintain during the life of its subcontract insurance of the type, and in the same amounts, as specified in the following paragraphs; or (2) insure the activities of the subcontractors in the Consultant's own policy.

Section 2. Required Insurance Limits. Consultant shall, at a minimum, maintain the following insurance during the term of the Contract:

- 2.1 Commercial General Liability. The Consultant shall take out, and maintain during the life of this Contract, Commercial General Liability Protection including Products Liability and Completed Operations, Broad Form Property Damage, Personal Injury, and Contractual Liability coverage that shall protect the Consultant and any subcontractor performing work covered by this Contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.

The General Liability insurance policy shall also be endorsed to have any aggregate apply separately to this Project.

Coverage Limits Shall Be:

Each Occurrence	1,000,000.00
Medical Expenses	5,000.00
Personal & Adv Injury	1,000,000.00
Products-Comp/Op Agg	1,000,000.00

- 2.2 Automobile Insurance. The Consultant shall take out and maintain, during the life of this Contract, comprehensive automobile liability insurance for any vehicles engaged in operations within the terms of this Contract.

Coverage Limits Shall Be:

Combined Single Limit	1,000,000.00
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- 2.3 Excess/Umbrella Liability. The Consultant shall take out and maintain umbrella or excess coverage to apply in excess of Commercial General Liability, Employers Liability, and Auto Liability policies. The Excess/Umbrella Liability insurance policy shall also be endorsed to have any aggregate apply separately to this Project.

Coverage Limits Shall Be:

Each Occurrence	1,000,000.00
Aggregate	1,000,000.00

- 2.4 Workers Compensation Insurance. The Consultant shall take out and maintain during the life of this Contract, and before any work is commenced, Workers Compensation and Employers Liability insurance for all of the Consultant's employees employed at the site of the Project. The policy will be endorsed to include a waiver of subrogation in favor of the Village.

Coverage Limits for Employers Liability Insurance Shall Be:

Each Accident	1,000,000.00
Disease-EA Employee	1,000,000.00
Disease-Policy Limit	1,000,000.00

Workers compensation coverage limits will be statutory.

2.6 Special Provisions.

- 2.6.1 Village shall be included as additional insured on Consultant's General Liability Policy and Excess/Umbrella Liability Policy. This shall be noted in the Special Provisions section of the certificate of insurance.
- 2.6.2 The Consultant's General Liability Policy shall contain a severability of interest clause and shall be noted in the Special Provisions section of the Certificate of Insurance.
- 2.6.3 All insurance coverage shall be maintained until one (1) year after completion of the Work.
- 2.6.4 Consultant's general liability and umbrella (excess liability) insurance will be primary and not contributory.

2.7 Proof of Carrying Insurance. The Consultant shall furnish the Village with satisfactory proof of coverage of the insurance required in a reliable company with an A.M. Best Rating of A-VII or better before commencing any work. Such proof shall consist of certificates executed by the respective insurance company's representative. Upon request of the Village, the Consultant shall submit the original insurance policies for inspection and approval of the Village before work is commenced. Said policies shall not thereafter be cancelled or permitted to expire without notice being provided at least 30 days in advance to the Village and consented to by the Village.

2.8 If the Consultant shall at any time fail to insure or keep insured as aforesaid, or if any insurance policies required hereunder cannot be obtained for any reason, the Village may require Consultant to cease any and all operations until coverage is obtained. If such insurance coverage is not obtained within a reasonable period of time, to be determined solely by the Village, the Village may terminate this Contract.