

***City of Junction City and Geary County,  
Kansas***

***Comprehensive Plan Update***

***Request for Qualifications/Proposals***



***Date of Issue: January 22, 2013***

***Proposal Due Date February 22, 2013***

## **1. Introduction**

The City of Junction City is currently soliciting qualified professional planning consultants to submit professional qualifications and proposals (RFQ/RFP) to prepare an update to the Comprehensive Plan for the City of Junction City and Geary County, Kansas. The existing Comprehensive Plan was adopted in 2006. It reflects information obtained before the economic crisis beginning in 2008 and does not include data from the 2010 census. The community's involvement in establishing priorities for the 2006 Plan will need to be revalidated in the planning process, which has already begun by the preparation of a Community Survey taken in 2012 that identifies where community support exists for certain public operations and where more efforts need to be taken by the public entities.

Junction City is a community of approximately 25,000 located along I-70 at the intersection with US 77 Highway and is the county seat for Geary County, which has a total population of approximately 38,000 and has been designated as the fastest growing in the State of Kansas in the past few years.

This growth is due to the location of Fort Riley, Home of the Big Red One, a historic United States Army Post adjacent to Junction City which grew after the reassignment of the Big Red One home post to Fort Riley from Germany in 2005. Junction City and Geary County responded to this action by investing into new developments that have been impacted by the economic downturn beginning in 2008. As a result, large numbers of developed lots are available within the City in excess of the annual demand. These developments are being financed by municipal bonds and the repayments are delinquent. The City has taken steps to manage this financial situation without draconian impacts and both the City and County now believe the Comprehensive Plan needs to be updated to reflect the current conditions.

This written Request for Qualifications and Proposals (RFQ/RFP) states the scope of the City of Junction City and Geary County requirements of the selected consultant in the update to the Comprehensive Plan and specifies the general rules for preparing the proposal.

The proposal should clearly demonstrate how the firm(s) can best satisfy the requirements of the City of Junction City and Geary County in this effort. The City of Junction City and Geary County shall reserve the right to enter an agreement with the firm(s) presenting the proposal that is most advantageous to the City of Junction City and Geary County, or to reject all submitted proposals.

## **2. Rules of Preparation**

The submitted proposals must follow the rules and the format established within this RFQ/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 Planning and Zoning Department of the City of Junction City and Geary County has prepared this RFQ/RFP and has designated the Director of Planning and Zoning, David L. Yearout, AICP, CFM, as project manager. Please direct questions or comments concerning the administrative requirements of this RFQ/RFP to:

David L. Yearout, AICP, CFM  
City of Junction City/Geary County Planning and Zoning Department  
700 North Jefferson  
Junction City, Kansas 66441  
(785) 238-3103 office  
(785) 210-1909 fax  
david.yearout@jcks.com

To ensure a timely response, questions requiring a response should be called into, faxed or emailed to the specified numbers or addresses above no later than February 14, 2013.

#### **4. Submission of Proposals**

Please prepare and submit six (6) original copies of the proposal, along with an electronic version of the proposal and all attachments, preferably in a pdf format. Completed proposals should be sealed and clearly marked "RFQ/RFP for City of Junction City/Geary County Comprehensive Plan Update" and be received no later than 5:00 P.M. (CST) **February 22, 2013**, to the Planning and Zoning Department, 700 North Jefferson, Junction City, KS 66441. These may be delivered in person or by public or private postal delivery, but must be received by the above date and time. 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 RFQ/RFP. Neither the City of Junction City nor Geary County will 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(s).

#### **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 Junction City and Geary County 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 County, and to identify appropriate strategies and opportunities that take advantage of the City's and County's existing and potential strengths.

The City's and County's updated Comprehensive Plan must help define a vision of Junction City's and Geary County's future that will inspire, guide, and direct appropriately located and managed growth in the City and County, while being responsive to citizen needs and desires. To achieve these objectives, the City and County 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, County Commission, Junction City/Geary County Metropolitan Planning Commission, planning staff, Junction City and Geary County 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 a history of identification of strong implementation plans for the adopted planning products, and demonstrated facilitator skills. The Consultant, or team, with the assistance of the planning staff and other City and County officials, will engage and interact with the citizens and stakeholders who must be involved to ensure that the updated 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 and County believes that in order for the future vision and the resultant goals, policies, objectives, and action 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, services to be provided by the City and County, time schedule, and projected costs.

It is the intentions of the City of Junction City and Geary County to award a contract to the winning consulting firm(s) based on the overall best proposal to meet the objectives of the City and County. Proposals should demonstrate how the firm(s) can provide the plan development services desired by both the City and County. A limited budget has been established for this project, with the expectation that the successful firm(s) will utilize the existing staff to the greatest extent possible. The Planning Director, Assistance City Manager and other key employees within the extended City and County family have extensive experience in preparation of Comprehensive Plans and the consultant(s) are expected to serve as an extension of staff in seeing this project through to completion.

An expanded discussion of the general Scope of Services intended to be included in the update to the Comprehensive Plan, as well as some other information concerning this project, is found in Appendix A.

## **7. Contractual Obligations**

The successful firm(s) will be required to enter an Agreement for Services with the City of Junction City and Geary County in which the firm(s) will undertake certain obligations. These obligations include, but are not limited to, the following:

*Inclusion of Proposal* - The proposal submitted in response to this RFQ/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 Junction City and Geary County, 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. The successful firm(s) shall maintain the insurance requirements identified below

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 all 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(s) 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 Junction City City Commission and the Board of County Commissioners of Geary County, Kansas.

### **8. Right of the City of Junction City and/or Geary County to Reject Proposals**

The City of Junction City and Geary County 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 as a modified project that may include portions of the originally proposed project as the City of Junction City and/or Geary County may deem necessary in its best interest. The City and County also reserves the right to negotiate with any firm(s), all or part of any proposal that is in the best interest of the City and/or County.

### **9. Evaluations**

The City of Junction City and Geary County 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 and County is to hire the most qualified firm(s) to meet the needs of the City and County within the funds budgeted for this project. The City and County have each budgeted \$25,000 for this project, for a combined total of \$50,000 for the fiscal year of 2013.

Based on the recommendations of the committee, the City and County 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 and Planning Director for their review. This contract is subject to approval by the City Commission and County Commission.

**10. Non-limitations to RFQ/RFP**

The format of the RFQ/RFP must be followed and all requested information must be submitted as indicated; however, the City of Junction City and Geary County are receptive to any additional suggestions pertaining to services development, additional related capabilities, and any alternative methods for providing related services. Any exceptions to the RFQ/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 RFQ/RFP shall be binding on the City of Junction City or Geary County unless repeated in writing and distributed as an addendum by the City of Junction City and Geary County. Interpretations and/or clarification shall be requested in writing and directed to the contact person listed in Section 3.

**13. Projected Schedule of Events**

Release of RFQ/RFP Document *01/22/13*

Last day to submit proposals *02/22/13*

Short list selections announced *03/01/13*

Supplemental Information due or interviews (if required) *03/15/13*

Request for Award to the County Commission for approval *04/01/13*

Request for Award to the City Commission for approval *04/02/13*

**14. Proposal Response Format**

In order to facilitate the analysis of responses to this RFQ/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 and/or team's capabilities to satisfy the requirements of the RFQ/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 local public staff 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 in 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 RFQ/RFP submitted by firms shall be deemed public documents at the time opened by the City of Junction City. The RFQ/RFP is intended to be worded in a manner so as not to elicit proprietary information from the firm(s). 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 Junction City 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 Junction City and Geary County 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 Junction City. The City of Junction City and Geary County, 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 and/or County.

3. Attempt to claim ownership of intellectual property created during the performance of the contract with the City and County.
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 the City of Junction City and Geary 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 Junction City and Geary County, Kansas. The City of Junction City and Geary County 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 Junction City shall be subject to and required to comply with all applicable City, State and Federal provisions.

The City of Junction City and Geary County have an affirmative action program. Any firm(s) will be required to include the following statement in any contract with the City of Junction City and Geary County:

"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, sex, 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 Junction City and Geary County, Kansas, pertaining to affirmative action with regard to employment while this Agreement is in effect."