

# **REQUEST FOR PROPOSALS**

## **Consulting Services to Prepare a Comprehensive Plan for the City of Pawnee City, Nebraska**

**PROPOSAL DUE:  
May 26, 2026, by 4:30 P.M. CST**

***City of Pawnee City  
605 G Street  
Pawnee City, NE 68420***

**Mark Envelope:  
RFP – Comp Plan**

**Final Date for Questions  
May 19, 2026 by 4:30 p.m. CST**

**Tentative City Council Approval Date  
May 26, 2026**

**For further information, contact:**

***Joe Norman  
Zoning Administrator  
City of Pawnee City  
Phone: 402-852-8371***

**Email: [mrjoenorman@icloud.com](mailto:mrjoenorman@icloud.com)**

### **Introduction and Background**

The *City of Pawnee City, Nebraska (835)*, is seeking proposals from qualified, experienced consulting firms to develop a new Comprehensive Plan with a 2036 outlook. The last Comprehensive Plan was completed in 2016. Copies of relevant planning documents are available on the *City's* website at [pawneecitynebraska.com](http://pawneecitynebraska.com)

### **Goals of the comprehensive plan include:**

- Serve as a guide for future growth and development, addressing key areas such as land use, economic development, housing, transportation, parks and recreation, and public services.
- Establish a long-term vision for sustainable growth and development.
- Improve quality of life through strategic planning for amenities, infrastructure, and economic opportunities.

### **General Information about *Pawnee City*:**

***Pawnee City*** serves as the ***county seat for Pawnee County*** and is located in southeast Nebraska at the intersection of Highways N-50 and N-8, is a modest rural community about 10 minutes from Table Rock, 18 from Humboldt, and 20 from Tecumseh. Established in 1857, it primarily serves as an administrative entity. Pawnee City is home to the manufacturer Alpha, Pawnee County Memorial Hospital and Rural Health Clinic and the Pawnee City Public Schools.

***Pawnee City*** is seeking a planning grant to update its 2016 Comprehensive Plan, along with zoning and subdivision regulations. Comprehensive plans guide community development goals and serve as the foundation for regulatory tools like zoning, subdivision, and annexation. Updating the plan would align stakeholders and set clear objectives for future growth.

Outdated plans risk misaligning priorities and weakening eligibility for state and federal grants. Without a clear vision, economic growth may stagnate or lead to misplaced investments. To stay relevant, plans should be updated every 5-10 years. ***Pawnee City's*** current plan, last revised in 2016, underscores the need for a refreshed planning document.

The city identified the need for an updated comprehensive plan through a 2024 Community Needs Survey, leading city staff to evaluate the comprehensive plan. It became apparent that the plan would be expiring next year, 2026, leading to the determination that an updated comprehensive plan would be necessary for strategic community growth.

Recent investments by ***Pawnee City*** in infrastructure and public amenities include the community successfully securing assistance through the Community Development Block Grant (CDBG) program. ***Pawnee City*** received \$480,000 in funding from the CDBG-Public Works program in 2024 to develop drainage solutions in coordination with a street improvement project. Also, in 2024 the ***City*** received \$535,000 in Grant Funding through the Rural Community Recovery Program (RCRP) with funds used to obtain property to demo two dilapidated buildings and clean up the site, turning it into Tranquility Park Flower Garden & Green Space and also using funds to resurface the Pawnee City Public Pool. DED announced an additional \$53,000 award from the CDBG-Planning program in 2025, which will assist in updating ***Pawnee City's*** comprehensive plan. ***Pawnee City*** also successfully applied for Civic and Community Center Financing Funds (CCCF), receiving a \$75,000 award in 2022 to renovate the interior of the Cornerstone Building for use as a community meeting center. The ***City*** also has secured funding for additional planned investments including the Water Meter Replacement Project. Recently DED recognized the ***City of Pawnee City*** as earning designation as Nebraska's 30<sup>th</sup> Leadership Certified Community. The

program encourages local leaders to adapt to changes in economic development; provide support for new and expanding businesses; and prioritize childcare, housing and workforce development projects.

Additionally in 2024, the Pawnee City Community Foundation (PCCF) was awarded funding through the Nebraska Affordable Housing Trust Fund to support the construction of new single-family homes. This initiative was designed to address critical housing shortages and stimulate economic growth within the community. As part of the program, eligible new residents are offered \$50,000 in down payment assistance, helping to attract and retain families in the area. The community has also prioritized development on 17 additional residential lots to reach a goal of 20 new homes. The anticipated population growth resulting from this effort has prompted the city to proactively expand its planning activities to ensure adequate public services and infrastructure are in place to meet future demands.

## **Scope of Services**

### **Scope of Work**

The Consultant shall provide, but need not be limited to, the following:

A proposed timeline for the entire comprehensive plan update, including review of relevant planning documents, visits and tour of the **City**, interviews with relevant **City** and adjacent jurisdiction staff, data collection, community engagement efforts, draft chapters with goals, objectives, and strategies, and public meetings with the **City** Council.

A current analysis of the **City's** demographics, including but not limited to population demographics, housing characteristics, social and economic indicators, natural and historic resources, and land use. Analysis of data shall include projections of community profile data for the next 5, 10, 20, and 25 years, or agreed-upon benchmark years through 2036, addressing current and future trends.

Facilitation of all workshops, public involvement sessions, and public meetings related to the Comprehensive Plan planning process.

### **Elements critical to the revised plan include:**

- An updated future land use map, identifying redevelopment areas;
- Inventory of current park and open space resources and recommendations for future needs and improvements;
- Revitalization and redevelopment concepts and policies providing sustained economic vitality for the **City**;
- Assessment of public services and infrastructure to determine adequacy for the year 2036;
- A comprehensive transportation chapter that includes CIP projects and transportation-related plans and studies;
- An enhanced environmental chapter to include stormwater management policies, flood mitigation, and disaster resiliency;

- Assessment of current housing needs and a Fair Housing Plan;
- Strategies for industrial land readiness, including acquisition and infrastructure prioritization; and
- Implementation strategy.

### **Tasks and Deliverables:**

The Consultant is responsible for conducting data collection, completing online and/or in-person surveys of stakeholders, and holding public meetings or workshops to gather community feedback and validate findings. The data collected shall be provided in written and digital formats. All data shall become the property of the **City of Pawnee City**.

The Consultant will coordinate all study activities with Joe Norman, Zoning Administrator and the Planning Commission.

The Consultant shall conduct an initial meeting with an Advisory Committee to refine project goals, timeline, and scope.

The Consultant shall provide a detailed project work plan, outlining key tasks, milestones, and a timeline for completion. Regular progress reports and check-ins with Joe Norman, Zoning Administrator and the Planning Commission are expected to ensure alignment of expectations.

The Consultant will submit a draft plan electronically for review and comment. Upon review and acceptance of the draft plan, the Consultant will submit a final plan.

The Consultant shall provide a final comprehensive plan that includes the plan elements outlined above.

The Consultant will present the final plan in a formal presentation to the **City Council**, summarizing its key elements.

### **Project Schedule:**

The Consultant shall have this Project completed by **August, 2026**.

### **Meetings:**

The Consultant will be required to meet with Joe Norman, Zoning Administrator and the Planning Commission at various stages throughout the project to provide updates. The Consultant will be required to present the master plan to the **City Council**.

### **RFP Submittal Requirements**

#### **Quantity and Format**

The Consultant shall provide five (5) copies of their proposal on 8 ½ x 11 paper and one (1) flash drive containing all information. Larger paper may be used for drawings or renditions of property. All submitted information shall be organized as follows. There is no minimum page requirement. Responses shall be limited to a maximum of twenty (20) single-sided pages, not including cover

letters, cover page, tabs, back page, architectural drawings, or floor plans. Proposals shall have 1" margins and be single-sided, single-spaced, using Calibri 12-point font.

Any envelopes, packages, or boxes containing the original and the copies submitted by Consultant must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

### **RFP – Comp Plan**

#### **Response Components**

To assist the **City** in evaluating your submission, please include the information listed below. The response to this RFP should be as concise as possible while adhering to the format and information requirements described herein. The response to this RFP shall consist of the following sections:

- **Section 1 – General Information**

Provide the following information about each firm participating in the project (only submit information regarding the firm office(s) that will be involved in the project):

- a. Name and address of firm(s)
- b. Firm(s) contact name and information
- c. Number of years in business
- d. Total number of employees

- **Section 2 – Qualifications and Experience of the Consultant Firm(s)**

Describe recent experience relevant to this project with emphasis placed on projects managed by the key personnel to be assigned to this project. Submit at least three (3) references with names, addresses, and phone numbers of those familiar with the consultant's ability, experience, and reliability in the performance and management of projects of a similar nature. Only qualified firms with extensive experience in the development of comprehensive plans should submit proposals in response to this Request for Proposals.

- **Section 3 – Qualifications and Experience of Key Staff**

Identify key individuals to be assigned to this project and include the function and/or responsibility of each identified individual. Experience summaries of these key individuals must be provided, with emphasis on previous experience in similar roles on comparable projects.

- **Section 4 – Project Understanding/Methodology**

This should demonstrate the firm's understanding of the nature of the work and the approach to be taken. This should include addressing project objectives, scope of work, the proposed approach, potential problems, and any other pertinent elements. Creative alternative approaches are encouraged.

- **Section 5 – Public Engagement Plan**

Describe your plan to engage stakeholders and the public in the comprehensive planning process. Outline how you will work with the Advisory Committee and communicate with the public.

- **Section 6 – Proposed Timeline**

Provide a proposed timeline for the firm to accomplish the scope of work, including milestone dates.

- **Section 7 – Proposed Fee**

Provide a proposed fee based on the stated Scope of Work, which includes all reimbursable items like mileage and printing. Once the desired consultant has been identified, the **City** reserves the right to negotiate the final fee.

- **Section 8 – Conflict of Interest and Disclosures**

Provide the following information about the Consultant and any officer, director, owner, partner, or person having primary management or supervisory responsibilities within a business entity or related entities in this development.

- e. Identify any relationship that has existed, or presently exists, with the • City, its staff, or members of the • Council and city boards and commissions that may interfere with fair competition or may be a possible conflict of interest for either party.
- f. Disclose any litigation that occurred as a direct result of service agreements for similar services for which Consultant is submitting a proposal.
- g. Disclose if presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency, or local public body.
- h. Disclose if presently indicted for, or otherwise criminally or civilly charged by any (federal, state, or local) government entity with the commission of any of the offenses enumerated above.
- i. Disclose if, within three years preceding this offer, you had one or more contracts terminated for default by any federal or state agency or local public body.
- j. Disclose if it has ever filed for bankruptcy.

- **Section 9 – Summary**

Add any other comments that you feel would make your firm uniquely qualified to participate in this project.

## **Deadline and Proposal Disposition**

Proposals shall be submitted to:

***Tamela S. Curtis, City Clerk***  
***City of Pawnee City***  
Re: RFP – Comp Plan  
605 G Street or PO Box 206  
***Pawnee City, NE 68420***

You may not respond with faxes or electronic proposal submissions.

Questions shall be submitted in writing to Joe Norman, Zoning Administrator and the Planning Commission prior to 4:30 P.M. CST on May 19, 2026. Questions may be mailed to PO Box 206 or emailed to Joe Norman, Zoning Administrator. Questions shall be clearly labeled and shall cite

the Section(s) in the RFP or other document which form the basis of the question. Written responses to written questions will be posted as an Addendum to this RFP.

## **Selection Process**

### **Selection Criteria**

Selection will be based on the following criteria:

- Qualification of the firm and personnel to be assigned to this project (20 points)
- Public Engagement Plan (20 points)
- Cost estimate (15 points)
- Time needed to complete the study (15 points)
- Similar projects completed by the firm (10 points)
- Overall project understanding (10 points)
- Clarity, creativity, and thoroughness of the proposal (10 points)

Please be advised that this is a request for proposal (RFP) process, not a straight bid or quote process. Proposals will be evaluated based solely on the criteria and point values identified in the Selection Criteria above. It is our quest to get the best quality product.

The **City** reserves the right to request clarification of information submitted and to request additional information from one or more Consultants before making a decision.

### **Proposed Timeline**

**City** will attempt to adhere to the following schedule. However, **City** reserves the right to change, alter, or modify the schedule, as needed, and will notify firms in writing of any significant changes.

- k. Deadline for Submitting Questions – **May 19, 2026**
- l. Proposal submittal deadline – **May 26, 2026 at 4:30 P.M. CST**
- m. Negotiation of contract, scope of services, etc.
- n. Recommendation to **City** Council – **May 26, 2026**

### **Contact:**

All questions concerning the request for proposals should be in writing and submitted to Joe Norman, Zoning Administrator, by email at [mrjoenorman@icloud.com](mailto:mrjoenorman@icloud.com)

### **Compliance with Applicable Laws and Regulations, Special Requirements and Assurances**

This project is funded through a CDBG grant and the Consultant agrees to comply with the requirements for the CDBG program established by the Nebraska Department of Economic Development and HUD, with the provisions of the Department's Administration Manual, and with all federal and state laws, regulations, executive orders, and Assurances, applicable to the

CDBG-assisted Project, as now in effect and as such law may be amended, during the term of this Agreement including, but not limited to:

### **Civil Rights and Equal Opportunity Provisions**

- Housing and Community Development Act of 1974, as amended (HCDA), including the requirement in the HCDA to affirmatively further fair housing.
- 24 CFR Part 570 – Community Development Block Grants (CDBG).
- Federal Restrictions on the use of the power of eminent domain.
- Title VI of the Civil Rights Act of 1964.
- Section 109 of the Housing and Community Development Act of 1974.
- Age Discrimination Act of 1975.
- Section 504 of the Rehabilitation Act of 1973, 42 U.S.C. §§ 4151 – 4157.
- Architectural Barriers Act of 1968.
- Americans with Disabilities Act (ADA), 42 U.S.C. § 12131; 47 U.S.C. §§ 155, 201, 218 and 225.
- The Equal Employment Opportunity Act.
- The Vietnam Era Veterans’ Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002).
- The Immigration Reform and Control Act of 1986.
- The Housing for Older Persons Act of 1995.
- 24 CFR Part 135 – Economic Opportunities for Low- and Very Low-Income Persons.
- The Nebraska Fair Employment Practices Act.

### **Fair Housing Standards and Provisions**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (“URA”), 42 U.S.C. §§ 4601 – 4655, 49 CFR Part 24, 24 CFR Part 42, and 24 CFR § 570.606.
- Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendment Act of 1988.
- Violence Against Women Act (“VAWA”) Reauthorization Act of 2022.

### **Environmental Standards and Provisions**

Pursuant to 24 CFR §§ 570.604 – 570.605, 24 CFR § 570.608, and the relevant state statutes, the Subrecipient must follow environmental standards and related provisions.

- National Environmental Policy Act of 1969 (NEPA) and regulations at 24 CFR Part 58.
- Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. § 469 a-1, et. seq.).

- Lead-Based Paint Poisoning Prevention Act of 1971, the Residential Lead-Based Paint Hazard Reduction Act, and regulations at 24 CFR Part 35.
- Clean Air and Federal Water Pollution Control Act, as amended.
- National Flood Insurance Program, section 202(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4106; and the regulations at 44 CFR Parts 59 through 79.
- Nebraska Uniform Energy Efficiency Standards, including complying with Neb.Rev.Stat. §§ 81-1608 – 81-1626 (Reissue 2019).

Pursuant to 24 CFR § 570.603(b), regulations in 24 CFR Part 70 apply to the use of volunteers.

The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR Parts 3 and 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Department for review upon request.

### **Labor Standards and Provisions**

- The Davis-Bacon Act (and related acts).
- Section 2 of the June 13, 1934 Act Popularly Known as The Copeland Anti-Kickback Act.
- Fair Labor Standards Act of 1938.
- Contract Work Hours and Safety Standards Act.
- Section 3 of the Housing and Urban Development Act of 1968; 24 CFR Part 75 and 24 CFR Part 570.
- Debarred, Suspended, or Ineligible Contractors under 24 CFR Part 24.

Pursuant to 24 CFR § 570.603, the Consultant shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended, and ensure that all employees employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. § 3141, et seq.), and 29 CFR Parts 1, 3, 5, 6, and 7.

### **Other**

- The Nebraska Engineers and Architects Regulation Act, Neb. Rev. Stat. §§ 81-3401 to 81-3455.
- Build America, Buy America Act (BABA) enacted under Division G, Title IX of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. No. 117-58).
- Byrd Anti-Lobbying Amendment (and related acts and requirements), 31 U.S.C. § 1352.
- Hatch Act, 5 U.S.C. §§ 1501 – 1508. The Subrecipient shall comply with the Hatch Act, and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

## Terms and Conditions

**PURPOSE:** The purpose of this RFP is to identify an experienced firm with the best combination of qualifications, price, and provide the best economic impact for the **City**.

**ACCEPTANCE OF CONDITIONS GOVERNING THE PROCUREMENT:** Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

**PRIME CONSULTANT RESPONSIBILITY:** Any contractual agreement resulting from this RFP shall specify that the prime Consultant is solely responsible for fulfilling all requirements of the contractual agreement with the **City** that may arise from this RFP. The **City**, upon entering into a contractual agreement with a vendor, will make payments only to the prime Consultant.

**SUBCONSULTANTS/CONSENT:** The use of subcontractors may be allowed. The prime Consultant shall be wholly responsible for the entire performance of the contractual agreement, whether or not subcontractors are used. Additionally, the prime Consultant must receive written approval from the **City** before any subcontractor is used during the term of this agreement. No subcontract, which the Consultant entered into with respect to performance under this Contract, shall in any way relieve the Consultant of any responsibility for performance of its duties.

**DOCUMENTATION:** Consultant shall provide all documentation required by this RFP with this response. Failure to provide this information may result in the proposal being rejected.

**TAX EXEMPTION:** The **City** is not liable to Consultant for any federal, state, or local taxes for which the **City** is not liable by law, including state and local sales and use taxes and federal excise tax. Accordingly, those taxes may not be added to any item. The **City** will furnish the **City's** Tax Exemption Certificate upon request of the Consultant.

**DISCUSSIONS:** Formal or informal communication, involving an oral or written exchange of information, may occur for the primary purpose of obtaining information essential to determining the acceptability of a proposal. Any discussions of this nature are only intended to clarify the **City's** understanding of submissions.

**EVALUATION PROCESS:** Upon receipt of the proposals, the **City of Pawnee City** will evaluate them against the evaluation criteria outlined in the RFP. The **City** has the sole discretion to negotiate with the Consultant determined to be the highest-ranked after completion of the evaluations. The **City** may elect to conduct discussions with the Consultants deemed to be in the competitive range for award. If discussions are held, Consultants identified in the competitive range will be given equal opportunity to discuss and submit a Scope of Services.

**EVALUATION OF PROPOSALS:** Proposals shall be evaluated based upon their responses to the questions and requests for information in this RFP, and based upon whether and to what degree they comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.

A Proposal may not be accepted from, nor any contract be awarded to, any person or entity which is in arrears to the **City** upon any debt or Contract or which is in default as surety or otherwise upon any obligation to the **City**.

No Contract shall be awarded to any person or entity that has failed to perform faithfully any previous contract with the **City**, the State, or the Federal government for a minimum period of one (1) year after said previous Contract was terminated for cause.

A Proposal may not be accepted from, nor any Contract awarded to, any person or entity that has pending litigation against the **City** at the date and time of the RFP submission deadline.

**COSTS TO SUBMIT:** The **City of Pawnee City** will not be liable for any direct and/or indirect costs incurred by any Consultant in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response to this RFP.

**SAFETY:** The successful Consultant shall perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Nebraska and the United States and in compliance with OSHA and other laws, as they apply to its employees. The successful Consultant shall instruct its employees on safe working practices and ensure compliance with all Occupational Safety and Health Administration regulations.

**SUCCESSFUL CONSULTANT'S UNDERSTANDING AND DUTY:** The successful Consultant, its employees, subcontractors, and agents shall comply with all applicable federal and state laws, the charter and ordinances of **Pawnee City**, Nebraska, and all applicable rules and regulations promulgated by all local, state, and national boards, bureaus, and agencies. The successful Consultant shall further obtain and maintain all permits and licenses required, if any, for the performance of any services required.

**CONSULTANT INVESTIGATIONS:** Consultants shall make all investigations necessary to thoroughly inform themselves regarding the Statement of Work. No plea of ignorance by the Consultant of conditions that exist, or may hereafter exist as a result of failure to fulfill the requirements of the contract documents, will be accepted as the basis for varying the requirements of the **City** or the compensation to the Consultant.

**INSURANCE REQUIREMENTS:** Consultant shall maintain, at its sole cost, while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the **City**, with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision outlined in the Agreement shall be delivered to the **City** within fifteen (15) calendar days after Notice to Proceed has been accepted by Consultant.

(1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement, with a limit of not less than \$1,000,000.00;

(2) Employers Liability Insurance protecting the Consultant against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship, with a limit of not less than \$100,000.00.

(3) Comprehensive General Liability Insurance, including products/completed operation, with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;

(4) Excess Liability Insurance, Comprehensive General Liability, Comprehensive Automobile Liability, and coverages afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;

(5) Performance Bond and Payment Bond, furnished as guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the Contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Nebraska.

**ADDENDA:** Any interpretations, corrections, or changes to this RFP and specifications will be made by addenda. The sole issuing authority of addenda shall be vested in the **[designated contact]**.

**LATE PROPOSALS:** Proposals received by the **City** after the submission deadline will be considered void and unacceptable. **Pawnee City** is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the **City Clerk's** Office at **Pawnee City**, City Hall, shall be the official time of receipt.

**AMENDED PROPOSALS:** A Consultant may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. City personnel will not merge, collate, or assemble proposal materials. Proposals may not be modified after the due date.

**CONSULTANT'S RIGHTS TO WITHDRAW PROPOSAL:** Consultants will be allowed to withdraw their proposals at any time before the deadline for receipt of proposals. The Consultant must submit a written withdrawal request addressed to the **City Clerk** and signed by the Consultant's duly authorized representative. Proposals may not be withdrawn after the due date and time for a period of ninety (90) calendar days.

**PROPOSAL OFFER FIRM:** Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) calendar days after the due date for receipt of proposals.

**CONFLICTING PROVISIONS:** The contract consists only of the **City's**-prepared contract and any additional **City** or Consultant contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the **City's**-prepared contract and a document incorporated by reference, the **City's**-prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the **City's** additional contract document takes precedence over the Consultant's additional contract document.

**LIABILITY AND INDEMNITY:** Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

**CONFIDENTIALITY AND DISCLOSURE OF PROPOSAL CONTENTS:** Consultant understands that the proposal is a "public record" and the public shall have access to all documents and

information in the proposal, subject to provisions of Nebraska's Public Records Law. The Consultant, by submitting a proposal, acknowledges that the **City** may provide public access to and/or copies of all documents subject to disclosure under applicable law.

Any confidential information provided or developed by the **City** shall be kept confidential and shall not be made available to any individual or organization by the Consultant without the prior written approval of the **City**. The Consultant(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the **City's** written permission.

To the extent permitted by the Nebraska Public Records Law, all information in the proposal marked as Confidential Information by the Consultant shall be held in confidence and shall not be disclosed without the Consultant's prior written consent.

Confidential data is restricted to: (1) confidential financial information concerning the Consultant's organization; (2) information that qualifies as an exception to disclosure under the Nebraska Public Records Law; and (3) PLEASE NOTE: The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

**GOVERNING LAW:** This RFP and any agreement with a Consultant which may result from this procurement shall be governed by the laws of the State of Nebraska.

**APPLICABLE LAW:** Successful Consultants shall comply with all applicable local, state, and federal directives, ordinances, rules, orders, and laws.

**FEDERAL FUNDING:** This project is funding in whole or in part by a Community Development Block Grant (CDBG) from the Nebraska Department of Economic Development (DED), administered by the U.S. Department of Housing and Urban Development (HUD). All procurement activities under this RFP are subject to the requirements of 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and applicable HUD regulations at 24 CFR Part 570. In the event of any conflict between the **City's** local procurement procedures and federal requirements, the more restrictive shall govern.

**SAM REGISTRATION AND DEBARMENT VERIFICATION:** Prior to contract execution, the **City** will verify the selected consultant's active registration in the System for Award Management (SAM.gov) and confirm the firm is not listed on the federal debarment and suspension exclusions list, consistent with 2 CFR 200.213. A contract shall not be executed with any firm that does not have an active SAM.gov registration or that appears on the federal exclusions list.

**CONSULTANT CERTIFICATION:** By submitting a proposal, the Consultant certifies that it complies with:

- o. The laws of the State of Nebraska
- p. All applicable local, state, and federal laws, codes, and regulations
- q. All terms, conditions, and requirements are outlined in this RFP.
- r. That the proposal submitted was independently arrived at without collusion.

**LEGAL REVIEW:** All Consultants agree to be bound by the terms contained in this RFP.

**ETHICS:** The Consultant shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official, or agent of **Pawnee City**. More than one proposal on any one contract from a Consultant or individual under different names shall be grounds for rejection of all proposals in which the Consultant or individual has an interest. One or more proposals will be rejected if there is any reason to believe that collusion exists among the Consultants.

**NOTICE:** Any notice provided by this RFP or required by law to be given to the successful Consultant by **Pawnee City** shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in **Pawnee City**, Nebraska, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Consultant at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**ASSIGNMENT:** The successful Consultant shall not sell, assign, transfer, or convey this contract, in whole or in part, without the prior written consent of **Pawnee City**.

**CONTINGENCIES:** Before submitting their bid, consultants should carefully examine the scope of work and the difficulties involved in its proper execution. Consultants should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the performance of the proposed services, notwithstanding that every item or contingency is not specifically mentioned herein.

**NO OBLIGATION:** This RFP does not commit the **City** to enter into a contract. The **City** reserves the right to award one, more than one, or no contract(s) in response to this RFP. This RFP in no manner obligates **Pawnee City** to the use of any Consultant's services until a valid written contract is awarded and approved by appropriate authorities.

**TERMINATION:** This RFP may be canceled at any time, and any proposals may be rejected in whole or in part when the **City** determines such action to be in the best interest of **Pawnee City**.

**SUFFICIENT APPROPRIATION:** Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effective upon written notice to the Consultant. The **City's** decision as to whether sufficient appropriations and authorizations are available will be accepted by the Consultant as final.

**BASIS FOR PROPOSAL:** Only information supplied, in writing, by the **City** or in this RFP should be used as the basis for the preparation of Consultant proposals.

**CONTRACT TERMS AND CONDITIONS:** The contract between the **City** and a Consultant will follow the format specified by the **City**. The contents of this RFP, as revised and/or supplemented, and the successful Consultant's proposal will be incorporated into and become part of any resultant contract.

**CONSULTANT'S TERMS AND CONDITIONS:** Consultants must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the **City**.

**CONFLICT OF INTEREST:** Consultant, by responding to this RFP, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the **City** is financially

interested, directly or indirectly, in the services specified in this RFP. Consultant must notify the **City Clerk** if any **City** employee(s) or official(s) have a financial interest in the Consultant. All parties are subject to the conflict of interest requirements of 2 CFR §200.318 and 24 CFR §570.489(h). The **City** reserves the right to reject any proposal and to cancel the award of any contract if it learns of a conflict of interest. The **City's** determination regarding any questions of conflict of interest is final.

**NONDISCRIMINATION:** **Pawnee City** is an equal opportunity employer and requires all contractors and Consultants to comply with all applicable Federal and State laws and regulations. Consultant agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP.

**OWNERSHIP OF PROPOSALS:** All documents submitted in response to the RFP shall become the property of the **City**.

**INDEMNIFICATION:** It is understood that any resulting contract executed will contain the following language: "It is further agreed that the firm (separately and collectively the 'Indemnitee') shall indemnify, hold harmless, and defend the **City**, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the **City**, any other party indemnified hereunder, the Firm, or any third party."

**RELEASE:** It is understood that any resulting contract executed will contain the following language: "The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the **City**, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder." This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

**FORMS:** Consultant shall complete all forms. Incomplete forms may result in disqualification. If there is any doubt about the meaning of the forms, the Consultant may submit an inquiry in accordance with the requirements outlined in this RFP.

**GRIEVANCE:** Any actual or prospective Consultant who has a grievance in connection with the RFP or award of a contract shall first seek resolution of the matter with the **[designated contact]**. If the **[designated contact]** does not issue a written decision on the grievance within thirty (30) calendar days after receiving it, the protest shall be considered denied.

**CONSULTANT'S SUBMISSION:** All information and supplemental documentation required in conjunction with this Proposal shall be furnished by the Consultant with its Proposal. If the Consultant fails to supply any required information or documents, the **City**, in its sole discretion, may consider the Proposal non-responsive.

## Definition of Terminology

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This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

**“Addendum”** means a written or graphic instrument issued before the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda

**“Award”** means the final execution of the contract document.

**“Business Hours”** means 8:00 AM through 5:00 PM Central Standard Time.

**“City/Village”** means the ← [REPLACE WITH MUNICIPALITY NAME THROUGHOUT]

**“Confidential”** means confidential financial information concerning Consultant’s organization and data that qualifies as a trade secret in accordance with the Nebraska Public Records Law.

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, or construction.

**“Consultant”** means any business having a contract with the City/Village.

**“Determination”** means the written documentation of a decision of the City Administrator/Village Clerk, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

**“Desirable”** the terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor.

**“Electronic Version/Copy”** means a digital form consisting of text, images, or both, readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a USB flash drive. The electronic version/copy can NOT be emailed.

**“Evaluation Committee”** means a body appointed to evaluate Consultants’ proposals.

**“Finalist”** means a Consultant who meets all the mandatory specifications of this Request for Qualifications and whose score on evaluation factors is sufficiently high to merit further consideration by the City/Village.

**“Mandatory”** the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Consultant’s proposal.

**“Minor Technical Irregularities”** means anything in the proposal that does not affect the price, quality, quantity, or any other mandatory requirement.

**“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and the City/Village accepts it.

**“Responsible Consultant”** means a Consultant who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make

satisfactory delivery of the services, or items of tangible personal property described in the proposal.

**“Responsive Offer”** means an offer that conforms in all material respects to the requirements outlined in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity, or delivery requirements.

**“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package that is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted, except for those that the delivery service may have damaged.

**“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Consultant’s company.

**“State (the State)”** means the State of Nebraska.