



REQUEST FOR PROPOSALS

Redevelopment of Paddock Kensington

**PROPOSAL DUE:
August 4, 2023 by 10:00 am
City of Beatrice
400 Ella Street
Beatrice, NE 68310**

**Mark Envelope:
RFP – Redevelopment of Paddock Kensington**

**Tentative City Council Approval Date
September 2023**

**For further information contact:
Tobias J. Tempelmeyer
City Administrator
City of Beatrice
Phone: (402) 228-5200
Email: ttempelmeyer@beatrice.ne.gov**

Purpose:

City of Beatrice, Nebraska (City) is seeking responses to this Request for Proposals (RFP) from interested parties for the redevelopment of the former Paddock Hotel and Kensington Assisted Living Facility in Beatrice, Nebraska.

General Information about Beatrice:

Beatrice serves as the County seat for Gage County and is a regional hub for southeast Nebraska, and has an approximate population of 12,500. The City is approximately forty (40) miles south of Lincoln (pop. 280,364). The City is home to a variety of industrial, commercial, and professional businesses that provide employment opportunities for the entire region. Our community is a regional trade hub that has seen exciting investment and growth in the community, all leading to an especially tight housing and lodging market. Beatrice residents stake their claim to excellent schools, great parks, superb public safety, multiple recreational facilities, access to entertainment, and a unique history. Additional information about the community can be found at www.beatrice.ne.gov

Background:

The Paddock Hotel was built in 1924. The five-story building was designed in the Renaissance Revival style by architect Thomas Rogers Kimball. The hotel operated with 110 rooms and around 5 ground level commercial units. The hotel was turned into apartments for retired seniors in 1970. In 1989 it became a 62-unit senior assisted living facility and served in that capacity until April 2022.

In April 2023 the property was donated to Main Street Beatrice Inc., a community-based non-profit that serves to preserve, promote, and aid in the economic development of downtown Beatrice. Agreements have been approved for the transfer of the property to the City of Beatrice.

The Paddock Kensington is located at 105 N. 6th Street which is on the northwest corner of the intersection of Highway 77 and Highway 136, the primary intersection in downtown Beatrice. The site is listed on the National Register of Historic Places.

The Paddock Kensington is located within 1 block of 3 cinematic movie screens, 2 ½ blocks from our live theater, there are 12 restaurants/bars, and a brewery within a 4-block radius, the downtown is home to ~180 businesses and is the hub of community and regional hike/bike trails and river kayak access.

A Partnership between the City of Beatrice, Main Street Beatrice Inc., and downtown property owners has resulted in over \$18 million in renewed investments into the area and a net gain of 33 businesses surrounding the Paddock Kensington since 2016. CDBG Downtown Revitalization Grants have been utilized to improve twenty-five (25) buildings in the downtown. Over \$200,000 of CDBG Revolving Loan Funds were utilized to improve sidewalks and ADA accessibility to eighteen (18) properties in the downtown. Currently the City is involved in a Court Street Corridor Study to explore the possibility of moving Highway 136 one (1) block to the south and beautifying Court Street.

Contact:

All questions concerning the request for proposals should be in writing and submitted to Tobias J. Tempelmeyer, City Administrator, by email at ttempelmeyer@beatrice.ne.gov.

SCOPE OF SERVICES

Scope of Work:

The Developer will acquire the property from the City and redevelop the property into residential and/or commercial property. The City was awarded a Rural Workforce Housing Land Development Grant from Nebraska Department of Economic Development and used that money to acquire the Paddock Kensington property. The redevelopment of the Paddock Kensington property must satisfy the terms of the Rural Workforce Housing Land Development Grant.

Past studies and local evaluation point to the structure being most viable and complementary to community needs as multi-family housing and/or as a boutique hotel facility. Significant portions of the ground level should be utilized for commercial space and/or residential or lodging support amenities.

Project Schedule:

The project schedule is TBD based on the proposal that is selected by City and the incentives requested by Developer.

Meetings:

The Developer will be required to meet with the City Administrator at various stages throughout the project to provide updates.

INCENTATIVE OPPROTUNITIES

Tax Increment Financing (TIF):

The Paddock Kensington property is located in an area that has been declared blighted and substandard thereby making it eligible for Tax Increment Financing (TIF). TIF has been used within the City of Beatrice for property acquisition, demolition, infrastructure, and voluntary or compulsory repair and rehabilitation development costs relating to the revitalization of select parcels.

Learn more about TIF at <https://www.beatrice.ne.gov/finance/page/tax-increment-financing-tif>.

Property Assessed Clean Energy (PACE):

PACE allows a property owner to finance the up-front cost of energy or other eligible improvements on a property and then pay the costs back over time through a voluntary assessment. PACE is intended to encourage and support the use of energy efficiency and water conservation measures and reductions in energy and water usage by commercial property owners.

Learn more about PACE at <https://www.beatrice.ne.gov/finance/page/property-assessed-clean-energy-pace-financing>.

LB840:

LB840 is an economic development program that encourages and stimulates growth of quality jobs, attracts permanent investment, broadens the tax base, and diversifies the economic base. LB840 funds

can be used by developers to purchase real estate, construction or rehabilitation of housing, engineering and architectural services, and many more.

Learn more about LB840 at <https://www.beatrice.ne.gov/finance/page/economic-development-program-lb840>

Historic Tax Credits:

The Federal Historic Tax Credit Program provides a 20% Federal income tax credit to property owners who substantially rehabilitate a historic building while maintaining its historic character. This program is offered through the National Park Service through the Nebraska State Historic Preservation Office (SHPO).

Often used in tandem, The Nebraska Job Creation and Mainstreet Revitalization Act while not currently available is making its way through the Nebraska Legislature. If approved, it could potentially provide up to \$12 million in Nebraska Historic Tax Credits (NHTCs) to be allocated annually. This credit would be equal to 30% of eligible expenditures incurred for improvements to qualifying historically significant real property and is anticipated to have a \$2 million cap per project. This credit is anticipated to be at least partially transferrable and subject to certain limitations.

Another historic property related program is the Valuation Incentive Program (VIP). This long-term saving plan freezes your assessed property evaluation (at the prehab value) for 8 years after you've rehabilitated your building. Your property taxes increase by 25% each year for 4 years after the initial 8 years. Your county will assess your building at its full value after 12 years. Also, the freeze will remain in place if the property changes ownership. This cannot be used in conjunction with Tax Increment Financing (TIF).

Learn more about historic preservation incentives at <https://history.nebraska.gov/historic-preservation/historic-tax-incentive-programs/>

New Market Tax Credits:

This project is located in a Qualified Census Tract (QCT) making the project site eligible for New Market Tax Credits (NMTC). The NMTC Program helps businesses gain access to financing that is flexible and affordable. NMTC investments typically involve more favorable terms and conditions than the market typically offers. Terms can include lower interest rates, flexible provisions such as subordinated debt, lower origination fees, higher loan-to-values, lower debt coverage ratios, and longer maturities.

Learn more about NMTC at <https://ntcic.com/invest/nmtc/>

Housing Tax Credits and Programs:

The State of Nebraska and partners offer a large variety of housing related programs. More information can be found at the following links:

<https://opportunity.nebraska.gov/programs/housing/>

<https://www.nifa.org/>

<https://www.sendd.org/affordable-housing>

RFP SUBMITTAL REQUIREMENTS

Quantity and Format:

The Developer shall provide five (5) copies of their proposal on 8 ½ x 11 paper and one (1) flash drive with all information contained on it shall be submitted. Larger paper may be used for drawings or renditions of property. All submitted information shall be organized generally as listed below. There is not a minimum page requirement. Responses shall be limited to a maximum of fifteen (15) single-sided pages not including cover letter, 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 Respondent must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

RFP – Redevelopment of Paddock Kensington

Response Components:

To assist 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 – Concept Plan**

Provide the following information about this project:

- a. An outline of your proposal for this project.
 - i. Housing, commercial, hotel, etc.
 - ii. Number of units
- b. Anticipated project approach
- c. Estimated time line for completion.

- **Section 3 – Incentives Requested**

Provide a breakdown of all Federal, State, and local incentives requested for the redevelopment of the Paddock Kensington. Include any grants or outside funding for this project. Identify if any parts of redevelopment proposal are contingent on receiving Federal, State, or local incentives. Identify any contingencies if Developer is unsuccessful in receiving any Federal, State, or local incentive.

- **Section 4 – Conflict of Interest and Disclosures**

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

- a. Identify any relationship that has existed, or presently exists with the City of Beatrice, its staff or members of the City Council and city boards and commissions that may interfere with fair competition or may be a possible conflict of interest for either party.
- b. Disclose any litigation that occurred as a direct result of service agreements for similar services for which Respondent is submitting a proposal.
- c. 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;
- d. 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;
- e. Disclose if within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.
- f. Disclose if has ever filed for bankruptcy.

- **Section 5 – Summary**

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

- **Section 6 – References**

Provide three (3) references for similar projects you have completed. Include the following:

- a. Names of Company or Municipality
- b. Address where the project was installed
- c. Contact name
- d. Phone number for contact
- e. Brief project description

DEADLINE AND PROPOSAL DISPOSITION

Proposals shall be submitted to:

Erin Saathoff, City Clerk
City of Beatrice
Re: RFQ – Redevelopment of Paddock Kensington
400 Ella Street
Beatrice, NE 68310

You may not respond with faxes or electric proposal submissions.

SELECTION PROCESS

Selection Criteria:

Selection will be based on the following criteria:

- Overall design concept 50%
- Past performance on similar projects 20%
- Capacity to accomplish the work 20%
- Incentives Requested 10%

Please be advised that this is a request for proposal (RFP) process, not a straight bid or quote process. The City will take into account factors such as design, product specification, proposal fit within the City's downtown redevelopment plan, and company history with the City and other municipalities in regards to selection. 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 respondents prior to 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.

City will provide an opportunity for Developers to walk through the Paddock Kensington prior to responses being due.

- a. Pre-bid Conference – Wednesday, June 28, 2023 at 9:00 AM
- b. Proposal submittal deadline – August 4, 2023 by 10:00 AM
- c. Negotiation of contract, scope of services, etc.
- d. Recommendation to City Council – Tuesday, September 5, 2023

ADDITIONAL DOCUMENTS

Additional information about the Paddock Kensington can be located in the following documents:

- Historical Easement Agreement
- Historical Easement
- Sign Easement
- Title Commitment from transfer from Kensington Beatrice LLC to Main Street Beatrice in 2023
- Structural, Electrical, Mechanical, Fire Protection System, HVAC, and Plumbing Systems evaluation dated December 22, 2022.
- Pictures of Paddock Kensington
- Plan set from 2016 Fire Codes & Improvements Project
- 2020 Gage County Housing Study
- 2017 Lodging Feasibility Study for Beatrice

- Map of Downtown Parking availability
- Zoning Map and Table 4-2 of the Beatrice Zoning Code listing permitted uses by Zoning District

TERMS AND CONDITIONS

PURPOSE: The purpose of this RFP is to identify an experienced firm with the best combination of qualification, price, and provides 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 RESPONDENT RESPONSIBILITY: Any contractual agreement that may result from this RFP shall specify that the prime Respondent is solely responsible for fulfillment of all requirements of the contractual agreement with the City which may derive from this RFP. The City entering into a contractual agreement with a vendor will make payments to only the prime Respondent.

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

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

TAX EXEMPTION: The City is not liable to respondent 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's Tax Exemption Certificate will be furnished by the City on request of the respondent.

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

EVALUATION PROCESS: After receipt of the proposals, City of Beatrice will evaluate the proposals based upon the evaluation criteria set forth in the RFP. The City has, at its sole discretion, the ability to negotiate with the Respondent determined to be the highest ranked after completion of the evaluations. The City may elect to conduct discussions with the Respondents deemed to be in the competitive range for award. If discussions are held, Respondents 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 which has failed to perform faithfully any previous contract with the City, the State or 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 which has pending litigation against the City at the date and time of the RFP submission deadline.

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

SAFETY: The successful Respondent 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 Respondent shall be responsible for instructing its employees regarding safe working habits and shall be responsible for compliance with all Occupational Safety and Health Administration regulations.

SUCCESSFUL RESPONDENT 'S UNDERSTANDING AND DUTY: The successful Respondent, its employees, subcontractors, and agents shall comply with all applicable federal and state laws, the charter and ordinances of the City of Beatrice, Nebraska, and all applicable rules and regulations promulgated by all local, state, and national boards, bureaus, and agencies. Successful Respondent shall further obtain and maintain all permits and licenses required, if any, for the performance of any services required. Successful Respondent will be responsible for conducting criminal background checks and verifying employment eligibility on all custodial employees that will have access to City property in accordance with the state and federal laws.

RESPONDENT INVESTIGATIONS: Respondents shall make all investigations necessary to thoroughly inform themselves regarding the Statement of Work. No plea of ignorance by the Respondent 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 Respondent.

Respondents shall thoroughly read the project requirements and specifications, and shall examine any drawings and documents which may be incorporated into the RFP. As RFPs frequently change, Respondents shall not assume that this RFP contains the same terms and conditions that were supplied in prior RFPs. The City is not obligated to identify either minimal or substantial modifications to RFPs.

INSURANCE REQUIREMENTS: Respondent shall maintain, at its sole cost, at all times 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 set forth in the Agreement shall be delivered to the City within fifteen (15) calendar days that Notice to Proceed has been accepted by Respondent.

(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 Respondent 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. Sole issuing authority of addenda shall be vested in the City Administrator.

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

AMENDED PROPOSALS: A Respondent 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.

RESPONDENT’S RIGHTS TO WITHDRAW PROPOSAL: Respondents will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Respondent must submit a written withdrawal request addressed to the City Clerk and signed by the Respondent’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 prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City 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 respondent'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: Respondent 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 Respondent, 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 Respondent without the prior written approval of the City. The Respondent(s) agrees 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 Respondent, shall be held in confidence and shall not be disclosed without the Respondent's prior written consent.

Respondents desiring to designate certain information in their Proposals as Confidential Information shall clearly mark said information as proprietary or confidential. Declaring information as Confidential Information shall be subject to the following requirements:

A. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

B. Confidential data is restricted to:

- 1) confidential financial information concerning the Respondent's organization;
- 2) and 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.

If a request is received for disclosure of data for which a Respondent has made a written request for confidentiality, the City shall examine the Respondent's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Respondent takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

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

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

RESPONDENT CERTIFICATION: By submitting a proposal, the respondent certifies that it complies with:

- a. The laws of the State of Nebraska
- b. All applicable local, state, and federal laws, codes, and regulations
- c. All terms, conditions, and requirements set forth in this RFP.
- d. That the proposal submitted was independently arrived at without collusion.

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

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

NOTICE: Any notice provided by this RFP or required by law to be given to the successful respondent by City of Beatrice 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 Beatrice, Nebraska, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

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

CONTINGENCIES: Before submitting their bid, Respondent s should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Respondent s should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the installation of the proposed system, 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

the City of Beatrice to the use of any Respondent'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 and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Beatrice.

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 affected by sending written notice to the Respondent. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Respondent 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 Respondent proposals.

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

RESPONDENT'S TERMS AND CONDITIONS: Respondents 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.

CONTRACT DEVIATIONS: Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Respondent), will be discussed only between the City and the Respondent selected and shall not be deemed an opportunity to amend the Respondent's proposal.

RESPONDENT QUALIFICATIONS: The City may make such investigations as necessary to determine the ability of the potential Respondent to adhere to the requirements specified within this RFP. The City will reject the proposal of any potential Respondent who is not a Responsible Respondent or fails to submit a responsive offer.

WAIVER: No covenant, condition, duty, obligation, or undertaking contained in or made a part of the Contract will be waived except by the written agreement of both parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation or undertaking to be kept, performed, or discharged by the part to which the same may apply; and, until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

RIGHT TO WAIVE MINOR IRREGULARITIES: The City reserves the right to waive minor irregularities. The City also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the City.

CHANGE IN RESPONDENT REPRESENTATIVE: The City reserves the right to require changes in the Respondent's representatives if the assigned representative(s) is (are) not, in the opinion of the City, adequately meeting the needs of the City.

CITY RIGHTS: The City reserves the right to accept all or a portion of a potential Respondent's proposal. The City reserves the right to contact any respondent for clarification, interviews, or to negotiate a contract with the most qualified firm if such is deemed desirable by the City. The City reserves the right to accept or reject any or all Proposals, or any combination of them, to negotiate any changes in proposals, and to waive any informality or irregularity in the Proposal or in the bidding. If any Respondent fails to comply with the provisions stated in this RFP, the City reserves the right to reject the proposal, terminate the contract, or consider the Respondent in default.

NONDISCRIMINATION: City is an equal opportunity employer and requires all contracts and Developers to comply with all applicable Federal and State laws and regulations. Respondent 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. No Respondent shall be excluded from consideration for award in conjunction with this RFP on the basis of race, color, creed, national origination, handicap or sex, or be subjected to discrimination under any contractual award administered by the City.

RIGHT TO PUBLISH: Throughout the duration of this procurement process and contract term, Respondents and Respondents must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Respondent's proposal or removal from the contract.

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

ELECTRONIC MAIL ADDRESS REQUIRED: A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Respondent must have a valid e-mail address to receive this correspondence.

USE OF ELECTRONIC VERSIONS OF THIS RFP: This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Respondent's possession and the version maintained by the City, the Respondent acknowledges that the version maintained by the City shall govern.

CONFLICT OF INTEREST: Respondent, 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. Respondent must notify the City Clerk if any City employee(s) or official(s) have a financial interest in the Respondent. The City reserves the right to reject any proposal and to cancel the award of any contract, if the City learns of any conflict of interest. The City's determination regarding any questions of conflict of interest is final.

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 and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.

FORMS: Respondent shall complete all forms. Forms not completed may result in disqualification. If there is any doubt to the meaning of the forms, Respondent may submit an inquiry in accordance with the requirements set forth in this RFP.

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

DATES: The delivery and/or completion date(s) provided by the Respondent, if required, must be stated in calendar days.

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

Respondents who qualify their Proposals by including alternate contractual provisions should be aware that the City does not negotiate the terms of its contracts, and will ordinarily declare such Proposals non-responsive. Once Proposals have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.

DEFINITION OF TERMINOLOGY

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

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

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

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

“City” means the City of Beatrice.

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

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

“Respondent” means any business having a contract with the City.

“Determination” means the written documentation of a decision of the City Administrator 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 perform the evaluation of Respondents’ proposals.

“Finalist” means a Respondent 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.

“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 Respondent’s proposal.

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

“Price Agreement” means a definite quantity contract or indefinite quantity contract which requires the Respondent to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

“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 project acceptance is given by the City.

“Request for Qualifications (RFQ)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Respondent” is any person, corporation, or partnership who chooses to submit a proposal. Respondent may be a single Developer or a joint venture.

“Responsible Respondent” means a Respondent 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” or means an offer which conforms in all material respects to the requirements set forth 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 which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City Administrator. By submitting a proposal, the Respondent agrees to and concurs with this process and accepts the determination of the City Administrator in such cases.

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

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