

**City of Moline, Illinois**  
**PROFESSIONAL SERVICES**  
**PLANNING CONSULTANT RFP**

The City of Moline, Illinois requests proposals to provide professional planning services from consultants for the development of updates to elements of the City's comprehensive plan with a focus on those needs and population groups most significantly impacted by the 2008 flood event.

Proposals will be accepted by Friday, April 19, 2013. Proposals received after that date and time will not be considered. The Proposals will be reviewed by an evaluation team comprised of City officials and key stakeholders. Firms selected as finalists may expect to be interviewed during business hours the week of April 29, 2013.

All proposals should be sealed and identified on the outside as:

**CITY OF MOLINE PLANNING PROGRAM RFP RESPONSE**

All proposals will be scored and ranked with the highest rated firm being requested to negotiate a contract for said planning project. Two copies of the proposal and the required supplemental information should be provided.

**PURPOSE**

The purpose of this Request for Proposals is to seek proposals from qualified planning consultants to prepare an update to three components of the City's Comprehensive Plan, which shall include the Moline Centre Master Plan, the Floreciente Neighborhood Plan, and the Edgewater Neighborhood Plan. The revised Comprehensive Plan elements will serve as a guide in considering policy changes, land use planning, budget preparation, capital improvement planning, zoning changes, economic opportunities/development, transportation choices, housing/community development, disaster mitigation and recovery, sustainable development practices, etc.

The City of Moline and its non-profit development partner, Renew Moline, have worked diligently together for more than 20 years to develop and implement a thoughtful and systematic economic development strategy targeted on retaining existing jobs, attracting new investment and employment opportunities, and developing public infrastructure to support the redevelopment of Moline's Mississippi Riverfront. These efforts have been transitioning the riverfront industrial corridor into a vibrant, mixed-use urban environment that embraces the cutting-edge of sustainable development principles, creating nearly \$300 million of investment and thousands of jobs created and/or retained.

These redevelopment efforts have been achieved, in large part, through a commitment to utilizing an innovative planning process that results in a comprehensive vision with specific, catalytic projects that have proven to be achievable through our unique public-private partnership. The comprehensive plan update process solicited for in this request will look to continue the momentum of downtown redevelopment and leverage the full benefits of recent projects such as the new Western Illinois University - Quad Cities Riverfront Campus and the Quad Cities Multi-Modal Station for high speed passenger rail service to Chicago. The plan update will focus on economic revitalization and reinvestment conducted within the framework of sustainable planning principles with an overlay analysis addressing hazard mitigation and preventative measures to reduce flood damages. Additionally, a strategic decision model will be considered

to evaluate competing uses within floodplain areas to evaluate development implementation in terms of sustainable development principles.

The City of Moline and Renew Moline are looking for an aggressive, thorough and forward thinking planning firm to update three primary components of Moline's Comprehensive Plan - the Moline Centre Master Plan, the Floreciente Neighborhood Plan, and the Edgewater Neighborhood Plan. The Moline Centre Plan were last comprehensively updated in 2001 and the Edgewater Neighborhood plan has not been updated since being drafted in 1994.

### **SCOPE OF SERVICES**

The City of Moline has been awarded project funding in the amount of \$100,000.00 from the CDBG Illinois "Ike" Disaster Recovery grant program to update the previously described elements of its comprehensive plan. As such, the City of Moline will accept proposals not exceed \$100,000.00.

The scopes of services that the consultant must be prepared and qualified to provide are as follows:

- Facilitation of the planning process
  - Project design
  - Needs analysis
  - Identification of functional areas that require more detailed study for better prioritization and activity recommendations
  - Development of future land use exhibits that address priority planning areas
  - Development of a realistic implementation plan
- Challenge the team to consider planning areas beyond the traditional categories and geographic boundaries
- Facilitate public interaction process/community meetings
  - Conduct an initial kick-off meeting with the project advisory team
  - Conduct an open house meeting focused on each of the three planning districts
  - Conduct key stakeholder interviews
  - Conduct a project wrap-up meeting at the conclusion of the project
  - Provide appropriate graphics and documents for each of the above meetings
- Integrate regional analysis, assets and liabilities into the planning process
- Facilitate the development of a working plan rather than a shelf plan
- Competently address all aspects stated within the above-mentioned section titled: "Purpose."
- Assist in presentation of Preliminary Plan and Final plan at public meetings, and other presentation functions
- Provide five hard copies of the final plan document as well as electronic media of the final plan document and all related project graphics, tables, maps, etc.

### **DELIVERABLES/PRODUCT**

This contract will result in updated plan documents of the Moline Centre Master Plan, the Floreciente Neighborhood Plan, and the Edgewater Neighborhood Plan. These updated plan documents shall integrate current planning policies, goals and objectives where appropriate. The planning documents shall include text, plans, charts, graphs, and other applicable graphics to illustrate past, current and future demographic, socio-economic projections, and an inventory and assessment of existing conditions. The plan shall identify a vision, key trends and issues, desired outcomes (goals and policies) and implementation strategies.

Plan requirements include:

- Consideration for and inclusion of each of the following subject areas: housing/community development, economic development, infrastructure, transportation, environmental preservation,

community design, energy and green building (including life-cycles of materials), public facilities and utilities, other infrastructure, recreation, historic preservation, land use planning, and public participation.

The above topics shall be assessed in terms of overall community sustainability and resiliency and shall also give consideration to the following:

- An analysis of the impact of the floods of 2008 on the area, paying special attention to the areas and groups that were most adversely affected, and the kinds of unmet “needs” that were created by the storm either directly or indirectly (e.g., infrastructure, housing, economic development, etc.)
- Put forth principles/policies designed to best serve the affected populations and address the identified needs created by the disaster.
- Outline strategies designed to mitigate or minimize future disaster damage.

**NOTE: The detailed scope of services will be negotiated at the time of contract development.**

### **PROPOSALS**

The following information should be included under the title “Professional Services Administrative Consultant RFP”:

1. Name of proposer
2. Proposer address
3. Proposer telephone number
4. Proposer federal tax identification number
5. Name, title address, telephone number, fax number, and email address of contact person authorized to contractually obligate the Proposer on behalf of the proposer.

### **Contents of Proposal**

Proposers should letter and number responses exactly as the questions are presented herein. Interested proposers are invited to submit proposals that contain the following information:

1. Introduction (transmittal letter)
2. Background and Experience
3. Personnel/Professional Qualifications
4. Approach
5. Project Schedule
6. Proposed Compensation

#### **1. Introduction (transmittal letter)**

By signing the letter and/or offer, the Proposer certifies that the signatory is authorized to bind the Proposer. The proposal should include:

- a. A brief statement of the proposer’s understanding of the scope of the work to be performed;
- b. A confirmation that the proposer meets the appropriate state licensing requirements to practice in the State of Illinois if applicable;
- c. A confirmation that the proposer has not had a record of substandard work within the last five years
- d. A confirmation that the proposer has not engaged in any unethical practices within the last five years;
- e. A confirmation that, if awarded the contract, the Proposer acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
- f. Any other information that the Proposer feels appropriate;

- g. The signature of an individual who is authorized to make offers of this nature in the name of the proper submitting the proposal.

## **2. Background and Experience**

Proposers should:

- a. Describe Proposer's firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure and any recent or materially significant proposed change in ownership.
- b. Describe any prior engagements in which Proposer's firm assisted a governmental entity with any other projects relating to Planning. Proposer should include all examples of work on similar projects as described in the Scope of Services. Proposer should provide the names, phone numbers, and emails of contact persons in the organizations for whom any projects referenced in this section were conducted. Proposer should include written references (letters or forms are acceptable) from previous clients attesting to the quality of work proposer cites in this section.
- c. Describe any issue the characteristics of which would be uniquely relevant in evaluating the experience of Proposer's firm to handle the proposed project.
- d. Provide current information on professional errors and omissions coverage carried by Proposer's firm, including amount of coverage.
- e. Describe any relevant specialized knowledge in planning.

## **3. Personnel/Professional Qualifications**

Proposers should:

- a. Identify staff members who would be assigned to act for Proposer's firm in key management and field positions providing the services described in Scope of Services, the functions to be performed by each, and the number of hours and/or percent of each primary task.
- b. Include resumes or curriculum vitae of each such staff member designed above, including name, position, telephone number, fax number, email address education, and years and type of experience. Describe, for each such person, the relevant planning projects on which they have worked. Provide "relevant planning" names, telephone numbers, and email addresses of contact persons with the firms or organization with whom these staff members worked on similar or related type planning projects.

## **4. Approach**

Proposers should:

- a. Clearly describe the unique approach, methodologies, knowledge and capability to be employed in the performance of the Scope of Services.
- b. Present innovative concepts, approaches, and methodologies, if any, not discussed in the Scope of Work for consideration.

## **5. Project Schedule**

The proposal should include a general project schedule and estimated completion date with the understanding that the clients are interested in moving forward as quickly as possible with the plan. The city/county estimates that this project will take approximately 12 months to complete once the final consultant is approved.

## **6. Proposed Compensation**

The selected Consultant will be compensated on a unit-price basis for each deliverable of definable work product delivered and on an hourly fee basis for additional services rendered.

- a. Provide the firm's general fee structure for providing identified services. Where applicable, provide unit prices for deliverable items described in the Scope of Services. Any final price per task will be subject to a cost reasonableness determination and final negotiation.
- b. For tasks that lack a definable work product, provide fully-loaded hourly rates for responsible personnel. The estimate of costs and person hours per work item must be an exhibit in the consultant proposal and must be represented as a "cost not to exceed".
- c. Provide other pricing information if applicable.
- d. The City of Moline is not liable for any cost incurred by any proposers prior to the execution of an agreement or contract created as a result of this RFP. The City of Moline shall not be liable for any costs incurred by the selected consultant that are not specified in the contract.

### **SELECTION CRITERIA**

The City of Moline reserves the right to accept or reject any or all proposals. All proposals become the property of the City of Moline. The City of Moline shall evaluate each potential contractor in terms of:

1. Professional qualifications necessary for satisfactory performance of required services;
2. Specialized experience and technical competence in the type of work required;
3. Capacity to accomplish the work in the required timeframe;
4. Past performance on contract with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules;
5. Location in the general geographical area of the project and knowledge of the locality of the project; provided, that application of this criterion leaves an appropriate number of qualified firms, given the nature and size of the project.

The City of Moline reserves the right to accept or reject any or all proposals. All proposals become the property of the City.

Respondents will be evaluated on the basis of the written material submitted and according to the following selection criteria and ranked according to the total number of points:

1. Experience of the firm with this particular type of project as described in Part One. 40 points
2. Experience of the firm with other type CDBG or CDAP projects. 10 points
3. Current capacity to accomplish the work in the required time. 20 points
4. Reference from other clients attesting to firms: 20 points
  - a. Quality of work.
  - b. Compliance with performance schedules.
5. Reasonableness of cost proposal. 10 points.

In the event of a tie, oral interviews will be held with those firms. As a result of the interviews, the City will determine which firm will be selected to enter into contract negotiations. Unsuccessful firms will be notified as soon as possible.

### **CONTRACT DEVELOPMENT**

Contract discussion and negotiation will follow award selection. Respondents must be amenable to inclusion, in a contract, of any information provided whether herein or in response to this RFP, or developed subsequently during the selection process.

The agreement will be based on a lump sum, fixed price, or cost reimbursement ("not to exceed") basis, with payment terms to be negotiated with the selected respondent. Reimbursement for services will be contingent on the City of Moline receiving grant funding from DCEO.

The contract shall not be considered executed unless signed by the authorizing representative(s) of the City of Moline. The contract may be extended beyond the original term by agreement of both parties.

The contract shall include at a minimum federal language regarding professional contracts (Appendix A).

### **COMPLIANCE WITH LAWS**

The selected firm agrees to be bound by all applicable Federal, State and Local laws, regulations and directives as they pertain to the performance of the contract.

### **QUESTIONS**

Questions concerning this proposal should be addressed to Jeff Anderson, AICP, Moline City Planner at 309-524-2038. Proposals should be hand-delivered to the Department of Planning and Development at the Moline City Hall located at 619 16<sup>th</sup> Street, Moline, Illinois 61265) or mailed to the City of Moline, Illinois, Department of Planning and Development, Attention: Jeff Anderson at 619 16<sup>th</sup> Street, Moline, Illinois 61265.

**APPENDIX A**  
**FEDERAL LANGUAGE FOR**  
**CONTRACT FOR PROFESSIONAL SERVICES**

**TERMS AND CONDITIONS**

**1. Termination of Contract for Cause**

If through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenant, agreements or stipulations of this Contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

**2. Termination for Convenience of the City**

The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the City as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.

**3. Changes**

The City may, from time to time, request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Contract.

**4. Personnel**

- A. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

- B. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability

The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto: provided, however, that claims for money by the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

6. Reports and Information

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

8. Copyrights and Patents

Any copyrightable work resulting from this Agreement is available to the author for such, but the City and the Illinois Department of Commerce and Economic Opportunity (DCEO) reserve the option for unlimited use and license to such work. Any discovery or invention shall be reported promptly to the City and DCEO for the determination as to whether patent protection should be sought and how the rights of any patent shall be disposed of and administered in order to protect the public interest.

9. Compliance with Local Laws

The Consultant shall comply with applicable laws, ordinances and codes of the State of Illinois and local governments.

#### 10. Access to Records

The Consultant shall maintain accounts and project records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both CDBG and non-CDBG shares. These records will be made available to the City, DCEO, the U.S. Department of Housing and Urban Development, the U. S. Department of Labor, and the Comptroller General of the United States, or any of their duly authorized representatives. These parties shall have access to any books, documents, papers and records of the Consultant, which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions. All records shall be maintained for five years after project closeout.

#### 11. Title VI, Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### 12. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

#### 13. Age Discrimination

The Contractor shall comply with the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age. No person shall be excluded from participation in, denied program benefits of, or subject to discrimination on the basis of age under any program or activity funded in whole or in part with Federal funds.

#### 14. Section 504

The Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, which extends the prohibitions against discrimination to individuals with disabilities.

#### 15. Public Law 101-336, Americans with Disabilities Act of 1990

No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

## 16. Conflict of Interest Clauses

### Interest of Members of a City

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

## Interests of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

## Interest of Consultant and Employees

The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract no person shall be employed having any such interest.

## 17. "Section 3" Compliance

- A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work and purchase of services and supplies in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- C. The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment training.
- D. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a *finding* that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

18. Equal Opportunity Clause (Contracts above \$10,000)

During the performance of this Contract, the Consultant agrees as follows:

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Consultant agrees to post in conspicuous

places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

- B. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Consultant's noncompliance with the non-compliance clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Consultant will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Housing and Community Development,

the Consultant may request the United States to enter such litigation to protect the interests of the United States.