

CITY OF CRETE, NEBRASKA  
CITY COUNCIL REGULAR MEETING  
September 27, 2021

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska in the back of the Council Chambers. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

1. Open Meeting

2. Roll Call

Drew Rische: Absent

Jennifer Robison: Absent

Sharon Scusa: Absent

Anthony Fitzgerald: Present

Ryan Jindra: Present

Dave Jurena: Present

Justin Kozisek: Present

Scott Kuncl: Present

Present: 5, Absent: 3.

3. Items of Business

A. Approve Planning Commission Minutes

Approve the Planning Commission meeting minutes from July's meeting. Carried with a motion by Scott Kuncl and a second by Justin Kozisek.

Anthony Fitzgerald: Aye, Ryan Jindra: Aye, Dave Jurena: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye  
Aye: 5, No: 0

B. Discuss and provide recommendations on the Comprehensive Plan Request for Proposal.

Recommend adding in a transition zone, as discussed, to include an ag/business hybrid zone and alternative uses of flood plain properties into the Comprehensive Plan. Carried with a motion by Ryan Jindra and a second by Dave Jurena.

Anthony Fitzgerald: Aye, Ryan Jindra: Aye, Dave Jurena: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye  
Aye: 5, No: 0

Committee member Anthony Fitzgerald recommended that we include some language about adding the transitional ag zone changes that were previously discussed to the Comprehensive Plan. Questions about the census were brought up and City Administrator Tom Ourada informed the Committee about the numbers we got back from the census and how Ward I was off by around 600 people, which was due to Doane not having classes during the initial outbreak of Covid. We will be filing for a revised census

count.

C. Discuss and provide a recommendation to the City Council on amending the accessory building regulations to exempt the A-1 District.

Recommend to the City Council to amend the accessory building regulations to exempt the A-1 District. Carried with a motion by Ryan Jindra and a second by Scott Kuncl.

Anthony Fitzgerald: Aye, Ryan Jindra: Aye, Dave Jurena: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye  
Aye: 5, No: 0

City Administrator Tom Ourada discussed different needs and regulations for accessory buildings outside of the corporate limits and different zones. The properties in the A-1 zone are equipped and large enough to have bigger outbuildings than residential and other zones. Ourada recommends changing the zoning, removing the size restriction on accessory buildings in the A-1 District.

4. Officers' Reports

5. Adjournment

Mayor

(SEAL)

City Clerk-Treasurer

I, Jerry Wilcox, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

\_\_\_\_\_  
City Clerk-Treasurer

(S E A L)



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## CRETE PLANNING COMMISSION MEETING

July 26, 2021 at 7:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

Notice of the meeting was given by posting and publishing in the Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the board members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska in the back of the Council Chambers. Additional copies are available to read. The board may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

#### 1. Open Meeting

##### 2. Roll Call

Ryan Jindra:	Absent
Justin Kozisek:	Absent
Sharon Scusa:	Absent
Anthony Fitzgerald:	Present
Dave Jurena:	Present
Scott Kuncl:	Present
Drew Rische:	Present
Jennifer Robison:	Present

Present: 5, Absent: 3.

#### 3. Special Order of Business

##### 3.A. Planning Commission Minutes

Approve Planning Commission minutes as presented. Carried with a motion by Scott Kuncl and a second by Drew Rische.

Anthony Fitzgerald: Aye, Dave Jurena: Aye, Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye

Aye: 5, No: 0

**3.B. Discuss the creation of a new urban agriculture zoning district for residential/agricultural/commercial uses that are not allowed in current districts.**

Anthony Fitzgerald mentioned defining terms like "livestock" or "companion animals" as similar to FSA or USDA terms. Fitzgerald also brought up ag gardens, distilleries, the number of outbuildings allowed on a property, and also permitting and code enforcement as things that need to be looked into. Dave Jurena talked about the need to compost, collect rain water, and control the use of chemicals. Jurena would like to explore the possibility of on-site sales, hiring help, and involving the schools in some way. Drew Rische inquired about the steps needed to go about creating the new zone and who could help with researching and data on the subject. City Administrator Tom Ourada addressed many of those things and clarified what the Planning Commission could or could not act on. Ourada and the City Attorney have done a lot of research and will help with the legalities, permitting and code enforcement side of things. Also discussed was the comprehensive plan and the RFP being already developed for the planner. The development of this type of zone will be added to the RFP. The minutes from tonight's meeting will be emailed to all members to review as they develop a list of items for the planner.

**3.C. Discuss changing the allowable driveway widths in various districts.**

City Administer Tom Ourada discussed amending the code on allowable driveway widths. Municipal code 11-508 states that on lots 60 feet or larger, parking spaces cannot exceed 35% of the yard width. There are developers wanting to build three stall garages for smaller houses and it does not meet the criteria of the code. There will be more research done as to what other towns are allowing and what is best for Crete. The topic was tabled for further research and discussion.

**4. Officers' Reports**

City Administer Tom Ourada informed the Planning Commission that the comprehensive plan will be on next month's agenda.

**5. Adjournment**

**CITY OF CRETE, NEBRASKA  
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

**RETURN TO:**  
Name: City Clerk  
Address: 243 E. 13th Street  
City/State/Zip: Crete, NE 68333  
Phone: 402-826-4313

<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
RFP 2021-01	, 2021
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
, 2021 11:00 a.m. Central Time	City of Crete, Nebraska

**PLEASE READ CAREFULLY!  
SCOPE OF SERVICE**

The City of Crete, Nebraska is issuing this Request for Proposal (RFP) Number 2021-01 for the purpose of selecting a qualified Contractor with considerable experience in community design, land use and environmental planning, economic analysis, and citizen engagement to provide consulting services related to a complete rewrite of the City's Comprehensive Plan. A more detailed description of the community and the scope of work can be found in Sections II and III. The resulting contract may not be an exclusive contract as the City reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be one year, commencing upon execution of the contract by the City and the Contractor. The Contract may include the option to renew for additional time periods upon mutual agreement of the parties, and the City reserves the right to extend the period of this contract beyond the termination date if needed.

Public Record Notice

In furtherance of the State's public records statutes (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this solicitation will be retained by the City and considered public records.

**This includes the entire proposal or response. Contractors must request that proprietary information be excluded from the record. The contractor must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate section marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The contractor must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitors and explain how the named business competitors will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). CONTRACTOR MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The City will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)). Contractor will be notified of the decision. Absent a determination that information is proprietary, the City will consider all information a public record subject to release regardless of any assertion that the information is proprietary.**

If the City determines it is required to release proprietary information, the contractor will be informed. It will be the contractor's responsibility to defend the contractor's asserted interest in non-disclosure.

To facilitate any public records requests, with the exception of proprietary information, the City reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this solicitation for any purpose and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation may have and acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this solicitation and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind and will indemnify and hold harmless the City and its employees, volunteers, agents, and its elected and appointed officers from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the City, arising out of, resulting from, or attributable to the posting or release of the contract or the proposals and responses to the solicitation, awards, and other documents.

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**I. PROCUREMENT PROCEDURE**

**A. GENERAL INFORMATION**

This solicitation is designed to solicit proposals from qualified Contractors who will be responsible for providing consulting services related to a complete rewrite of the City’s Comprehensive Plan at a competitive and reasonable cost. A Community Profile, Project Description and Scope of Work, Proposal Instructions, and Terms and Conditions may be found in Sections II through V.

Proposals shall conform to all instructions, conditions, and requirements included in this solicitation. Prospective contractors are expected to carefully examine all documents, schedules, and requirements in this solicitation and to respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to this solicitation.

**Contractors should complete Sections III through V and any attached Forms as part of their proposal.**

**B. PROCURING OFFICE AND COMMUNICATION WITH CITY STAFF AND EVALUATORS**

Procurement responsibilities related to this solicitation reside with the City Administrator. The point of contact (POC) for the procurement is as follows:

Name: Tom Ourada Telephone: 402-826-4313  
Entity: City of Crete E-Mail: [tom.ourada@crete.ne.gov](mailto:tom.ourada@crete.ne.gov)  
Address: 243 E. 13th Street  
Crete, NE 68333

From the date the solicitation is issued until an Intent to Award is issued, communication from contractors may only be directed to the POC listed above. After an Intent to Award is issued, Contractor may communicate with any individuals the City has designated. No member of the city government, employee of the City, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications, or amendments regarding this solicitation in writing; however, only the City Council can award a contract. Contractors shall not have any communication with or attempt to communicate with or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

- 1. Contact made pursuant to pre-existing contracts or obligations;
- 2. Contact required by the schedule of events or an event scheduled later by the solicitation POC; and,
- 3. Contact required for negotiation and execution of the final contract.

**The City reserves the right to reject a contractor’s proposal, withdraw an Intent to Award, or terminate a contract if it determines there has been a violation of these procurement procedures.**

**C. SCHEDULE OF EVENTS**

The City expects to adhere to the procurement schedule shown below, but all dates are approximate and may be subject to change:

	ACTIVITY	DATE/TIME
1.	Release Solicitation	, 2021
2.	Last day to submit written questions	
3.	City responds to written questions through Solicitation “Addenda” or “Amendments” to be posted to the City’s website at: <a href="https://www.crete.ne.gov/vnews/display.v/SEC/City%20Government%7CLegal%20Notices">https://www.crete.ne.gov/vnews/display.v/SEC/City%20Government%7CLegal%20Notices</a>	
4.	Proposal Opening Location: Crete City Hall 243 E. 13th Street, Floor 2 Crete, NE 68333	4:00 PM Central Time
5.	Review for conformance to solicitation requirements	
6.	Evaluation period	
7.	Oral Interviews/Presentations or Demonstrations	
8.	Post Notification of Intent to Award to Internet at:	
9.	Contract finalization period	
10.	Contract award	
11.	Contractor start date	

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to the POC and clearly marked “RFP 2021-01 Questions”. The POC is not obligated to respond to questions that are received late per the Schedule of Events. It is preferred that questions be sent via e-mail to [tom.ourada@crete.ne.gov](mailto:tom.ourada@crete.ne.gov), but they may be delivered by hand or by U.S. Mail.

Contractors should present, as questions, any assumptions upon which the Contractor's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a contractor. The contract will not incorporate any known or unknown assumptions of a contractor.

Written answers will be posted at:

<https://www.crete.ne.gov/vnews/display.v/SEC/City%20Government%7CLegal%20Notices>

**E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

All contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State registration requirements. The contractor who is the recipient of an Intent to Award will be required to certify that it has complied and to produce a true and exact copy of its current Certificate or Letter of Good Standing or, in the case of a sole proprietorship, to provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form provided by the City. This must be accomplished prior to execution of the contract.

**F. ETHICS IN PUBLIC CONTRACTING**

The City reserves the right to reject proposals, withdraw an intent to award or an award, or terminate a contract if a contractor commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another party or entity; and
5. Colluding with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the City.

The Contractor shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract. Throughout the bidding process, Contractor shall have an affirmative duty to report any violations of this clause caused by the Contractor or its potential subcontractors and, throughout the term of the resulting contract, for the successful Contractor and their subcontractors.

**G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

The requirements contained in the solicitation (Sections III to V) will become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections III to V must be clearly defined by the contractor in its proposal and, if accepted by the City, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable local, state, or federal laws or regulations. Deviation, for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The City discourages deviations and reserves the right to reject proposed deviations.

**H. SUBMISSION OF PROPOSALS**

Contractors must submit one proposal marked "ORIGINAL", six hard copies, and one digital copy. Contractors are solely responsible for any variance between the copies submitted. Proposal responses should include all completed forms (Forms A through C). Proposals must reference the RFP number and be sent to the specified address. If a recipient phone number is required for delivery purposes, 402-826-4313 should be used. The RFP number should be included in all correspondence.

The City will not furnish packaging and sealing materials. It is a contractor's responsibility to ensure the solicitation is sent in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. The outside of any packaging or container must state the company's name and include the words "Proposal for Comprehensive Plan" and the RFP number. Sealed proposals must be received by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

The Request for Proposal form must be manually signed in an indelible manner and returned by the proposal opening date and time along with the contractor's Request for Proposal and any other requirements as stated herein in order for the contractor's response to be evaluated.

It is the responsibility of the contractor to check the City's website for all information relevant to this Request for Proposal to include addenda or amendments issued prior to the opening date. Website address is as follows:

<https://www.crete.ne.gov/vnews/display.v/SEC/City%20Government%7CLegal%20Notices>

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the contractor's proposal is presented in such a fashion that makes evaluation difficult or overly time-consuming, the City reserves the right to reject the proposal as non-conforming.

The Technical and Cost Proposals should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal or may be numbered consecutively within sections. Figures and tables

should be numbered consecutively within sections. They should be placed as close as possible to the referencing text and referenced in the text by their respective numbers.

The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the contractor's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the contractor's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

By signing the "Request for Proposal for Contractual Services" form, the contractor guarantees compliance with the provisions stated in this solicitation.

**I. METHOD OF SUBMISSION**

Proposals may be delivered in person, via U.S. Mail or private carrier/courier, or by email. The City will not accept proposals by fax, voice, or telephone.

**J. PROPOSAL CORRECTIONS**

A contractor may correct or withdraw a proposal prior to the time of opening by giving written notice to the City of intent to withdraw the proposal for modification or to withdraw the proposal entirely. Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**K. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened if requested by the contractor and at contractor's expense. The City is not responsible for proposals that are late or lost regardless of cause or fault.

**L. PROPOSAL OPENING**

The opening of proposals will be public and the contractors will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the City's website once an Intent to Award has been posted. Information identified as proprietary by the submitting contractor, in accordance with this solicitation and state law, will not be posted. If the City determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting contractor will be notified of the release, and it shall be the obligation of the submitting contractor to take further action if it believes the information should not be released. Contractors may contact the City to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the City of Crete and will not be returned.

**M. INITIAL REVIEW OF PROPOSAL REQUIREMENTS**

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is appropriate. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections III through V;
5. Completed Technical Approach; and
6. Completed Cost Proposal.

**N. EVALUATION COMMITTEE**

Proposals will be evaluated by members of an Evaluation Committee. The Evaluation Committee will consist of individuals selected at the discretion of the City. Names of the members of the Evaluation Committee will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this solicitation may result in the rejection of the contractor's proposal and further administrative actions.

**O. EVALUATION OF PROPOSALS**

All complete proposals will be evaluated. Each evaluation category will have a maximum point potential. The City will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Overall proposal quality and its responsiveness to the RFP, including but not limited to:
  - a. completeness, clarity, and conciseness;
  - b. comprehension of the scope of work and meeting the stated purpose and needs of the City;
  - c. uniqueness or innovativeness;
2. Corporate Overview should include but is not limited to:
  - a. the ability, capacity, and skill of the contractor to deliver and implement the system or project that meets the requirements of the solicitation;
  - b. the character, integrity, reputation, judgment, experience, and efficiency of the contractor;
  - c. whether the contractor can perform the contract within the specified time frame;
  - d. the quality of performance on prior contracts;

- e. the ability of the contractor to identify and assist in procuring outside funding possibilities to further enhance the project while leveraging existing funding;
  - f. the ability of the contractor to successfully collaborate with city staff and representatives;
  - g. such other information that may be secured and that has a bearing on the decision to award the contract;
3. Technical Approach; and,
  4. Cost Proposal.

Proposals will be evaluated and ranked based on the above criteria as determined by the City. The City will afford equal opportunity to all those who submit proposals and will not discriminate in its selection of consultants on the grounds of race, sex, color, physical handicap, or national origin.

**Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder.** Information obtained from any prior performance reports may be used in evaluating responses to solicitations for goods and services to determine the best value for the City.

**P. ORAL INTERVIEWS/PRESENTATIONS OR DEMONSTRATIONS**

The City may determine after the completion of the Technical and Cost Proposal evaluations that oral interviews/presentations or demonstrations are required. Not every contractor will be given an opportunity to interview/present or give demonstrations; the City reserves the right, in its discretion, to select only the top scoring contractors to present/give oral interviews. The scores from the oral interviews/presentations or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the contractors to demonstrate their proposal offering and to explain or clarify any unusual or significant elements related to their proposals. Contractors' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this solicitation, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the City and the presenting contractor will be permitted to attend the oral interviews/presentations or demonstrations. A written copy or summary of the presentation and any demonstrative information (such as diagrams, briefing charts, etc.) may be offered by the contractor, but the City reserves the right to refuse or not consider the offered materials. Contractors will not be allowed to alter or amend their proposals.

Once the oral interviews/presentations or demonstrations have been completed, the City reserves the right to make an award without any further discussion with the contractors regarding the proposals received.

Any costs incidental to the oral interviews/presentations or demonstrations shall be borne entirely by the contractor and will not be compensated by the City.

**Q. BEST AND FINAL OFFER**

If best and final offers (BAFO) are requested by the City and submitted by the contractor, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The City reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring contractor; however, a contractor should provide its best offer in its original proposal. Contractors should not expect that the City will request a best and final offer.

**R. REFERENCE AND CREDIT CHECKS**

The City reserves the right to conduct and consider reference and credit checks and to use third parties to conduct such checks. By submitting a proposal in response to this solicitation, the contractor grants to the City the right to contact or arrange a visit in person with any or all of the contractor's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

**S. AWARD**

The City reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the City's discretion and in the City's best interest. After evaluation of the proposals, or at any point in the solicitation process, the City may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the City's solicitation process and in contractor proposals that are not material, do not compromise the solicitation process or a contractor's proposal, and do not improve a contractor's competitive position;
4. Accept or reject any portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more contractors; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the City to award a contract. Once an intent to award decision has been determined, it will be communicated to the contractor and posted on the City's website at:

<https://www.crete.ne.gov/vnews/display.v/SEC/City%20Government%7CLegal%20Notices>

**T. ALTERNATE/EQUIVALENT PROPOSALS**

Contractors may offer proposals that are at variance from the express specifications of the solicitation. The City reserves the right to consider and accept such proposals if, in the judgment of the City Administrator, the proposal will result in goods or services equivalent to or better than those which would be supplied in the original proposal specifications.

If this solicitation is for specific goods, materials, or equipment, Contractors must indicate on the solicitation the alternate manufacturer's name and part numbers and shall submit with their proposal sketches, descriptive literature, and complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions, and specifications, and the Contractor shall be held liable therefore.

**U. LUMP SUM OR "ALL OR NONE" PROPOSALS**

The City reserves the right to purchase item-by-item, by groups, or as a total when the City may benefit by so doing. Contractors may submit a proposal on an "all or none" or "lump sum" basis but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal that requires the purchase of all items that are offered and Contractor declines to accept award on individual items; a "lump sum" proposal is one in which the Contractor offers a lower price than the sum of the individual proposals if all items are purchased but agrees to deliver individual items at the prices quoted.

**V. PROPOSAL PREPARATION COSTS**

The City shall not incur any liability for any costs incurred by contractors in replying to this solicitation, in participating in the demonstrations or oral presentations, or in any other activity related to bidding on this solicitation.

**W. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL**

Violations of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the City, which may include, but is not limited to, the following:

1. Rejection of a contractor's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Performance Reports;
5. Termination of the resulting contract;
6. Legal action; and,
7. Suspension of the contractor from further bidding with the City for a period of time relative to the seriousness of the violation, such period to be within the sole discretion of the City.

**X. REJECTION OF PROPOSALS**

The City reserves the right to reject any or all proposals, wholly or in part, in the best interests of the City.

**Y. RESIDENT BIDDER**

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Nonresident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a Resident Bidder is equal in all respects to one from a Nonresident Bidder from a state which has no preference law, the Resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

**II. COMMUNITY PROFILE**

Crete is a thriving community of over 7,000 residents approximately 25 miles southwest of Lincoln along the Big Blue River. Thanks to its diversity, Crete's economy remains strong despite downturns in many municipalities in the United States. Our skilled and growing medical community serves the entire Saline County area.

The City of Crete has three major industries, a hospital, and university located in or near the corporate limits of the City that employ a majority of the area's population.

The area offers unparalleled amenities that have attracted new businesses and residents. In order to preserve Crete's quality of life, while continuing to attract new businesses and investments to the community, the City must plan for its future. The Comprehensive Plan is the framework for ensuring orderly and efficient growth of the community.

The City of Crete has had steady annual growth over the past 30 years. Although considered "manageable," Crete has recently experienced a significant increase within the corporate limits providing a challenge regarding provision of infrastructure. The majority of this growth has occurred in the west and southeast.

Existing retail and commercial development is primarily located along Main Avenue and along State Highway 33. However, as the population continues to expand, other properties are quickly developing along Iris Avenue and the Industrial Tract, providing new residential and commercial development opportunities and challenges. Additional growth is likely to occur in this area with the addition of a new Wal-Mart Superstore in the Industrial Tract.

There is one new public high school, middle school, and two elementary schools. There is also one private elementary school. All public schools within city limits are operated by the Crete School System. Post-secondary educational opportunities are provided by Doane University, a four year liberal arts university with its primary campus in Crete as well as satellite campuses in Lincoln and Grand Island.

Crete is home to the Crete News, a weekly newspaper that covers the city and the surrounding area.

Although the structure of government for the City of Crete is rooted in its citizen- constituents, Crete has a mayor/council form of government. The six elected City Council members establish and adopt the policies, while the Mayor is charged with implementing those policies of the Council. The City employs a city administrator appointed by the Mayor and overseeing the day to day operations of City government. An appointed/volunteer Planning Commission assists the City Council and staff in developing and implementing land development policies.

Over the last decade, the Planning Commission has managed growth using three basic planning tools:

- 1) Zoning Ordinance;
- 2) Subdivision Regulations; and
- 3) Comprehensive Plan.

The last full update was adopted in 2014.

New development issues and technologies challenge the community; rewriting the Comprehensive Plan will address these challenges. The issues facing the community must be met with new ideas and continued expansion in the following areas:

- A revision of goals and objectives for the City of Crete;
- A focus on the redevelopment of Downtown Crete and eastern boundary;
- The establishment of a Unified Development Code;
- The establishment of a City Economic Development Strategy;
- The development of an overall Improvement Strategy;
- The development of natural Conservation Districts;
- The preservation of our City's historic assets and natural resources;
- The investigation of a Certified Local Government District or Districts and;
- The establishment of a Downtown Association or Mainstreet Association.

Since the rewrite of a true Comprehensive Plan can be a daunting task, a study advisory team will be created to assist the Planning Commission with its formation. This study advisory team, which will include a wide variety of elected/appointed officials, local business leaders, and public citizens, shall consist of approximately ten (10) members and, as such, shall be considered major shareholders in the development of this long range planning document. The comprehensive plan shall fit the future needs of our changing and dynamic community.

### **III. PROJECT DESCRIPTION AND SCOPE OF WORK**

#### **A. PROJECT OVERVIEW**

The Request for Proposals seeks to establish a partnership with a qualified consultant to conduct Crete's Comprehensive Plan Rewrite. The Plan shall define a vision for the community. The vision shall address the desired balance of land uses, their location, design character and density as applied to undeveloped and potential re-development areas, and the interconnection among land use, the built environment, the socioeconomic environment and the natural environment. The overall theme of the Plan shall be sustainability – using the classic definition of meeting the needs of the present generation without compromising the ability of future generations to meet their needs.

The consultant shall initiate the overall study, examine existing conditions, identify needs and opportunities, and prepare implementation strategies for the City of Crete. The consultant is expected to analyze existing conditions to update the Comprehensive Plan components. The analysis must identify emerging trends and the suitability of existing land use regulations, public/private facilities, and services to meet the growing and changing needs of the population. The Plan shall also explore where public and/or private initiatives shall be necessary to maintain and improve services and facilities.

The consultant shall use information contained in the University of Nebraska conducted Visioning Group Project to assist with the analysis. It is expected that the Comprehensive Plan's outlook shall be 25 years. The City's existing conditions shall be analyzed through a public participation process to formulate community goals and objectives that represent the collective desires of the public. In addition to Crete residents, the process may include the surrounding municipalities, the county and non- resident citizens, as well as various regional agencies.

The Plan shall outline development and/or redevelopment strategies that consider preferred future land use patterns and the infrastructure improvements required to support such land use patterns. Economic, social and environmental impacts shall be addressed as well. The implementation strategies shall identify projects that shall be pursued to implement the goals of the Plan.

#### **B. PROJECT BUDGET**

The project budget has not been established and is negotiable based on the different plans and reports included in the scope of work. Contractors must provide a practical budget for undertaking each portion of the project scope of work. Contractors should keep in mind current economic conditions and be as efficient as possible in this process.

## C. PROJECT REQUIREMENTS

The overall timeline for the development of the Comprehensive Plan is approximately nine to twelve months. As part of the proposal response, Contractors must submit a project schedule of anticipated tasks showing key task target dates, including public meetings and hearings, and the estimated duration of each task. Variations from the City's intended timeline may be negotiated.

## D. SCOPE OF WORK

The scope of the project is to complete a new Comprehensive Plan and redefine a community-based vision based upon public participation. The Plan may follow structure of the existing Comprehensive Plan or innovate a new approach. Desirable modifications include: updating the future land use plan and map; introducing environmentalism and sustainability as a theme and goal; suggestions, guidance, and plans for downtown revitalization and redevelopment, affordable and workforce housing, walkability and connectivity, enticing new residents, businesses, and industries to relocate, and making Crete a destination city; plans for riverfront development; and, plans for a Downtown Crete/Doane connection corridor.

### Demographic and Socioeconomic Analysis and Report

The Plan shall reflect current and projected demographic and socioeconomic trends and their implications on land use patterns and public services planning. Contractor shall endeavor to obtain current and accurate demographic and socioeconomic data upon which policy recommendations shall be based.

### Future Land Use Plan

The Future Land Use Plan shall incorporate the residential and commercial development and the review of a potential expansion of the extraterritorial jurisdiction. This element shall also provide an outlook projection based on recent development and economic trends. The Plan shall address the relationship between the environment and human activities. A general inventory of the City's natural resources shall be established and measured against current development policies and practices. This element shall address the interconnectivity of the built and natural environments, and provide policy recommendations that shall improve the state of balance.

### Community Character and Urban Design Plan

The Plan shall set out policies that address community gateways, community image, integration of major roadway corridors, and the preservation of community attributes. Development densities shall be an important focus of this element. This element shall be a tool to direct the continuing use or further development of existing design standards and guidelines, potentially expanding into a unified smart development code.

### Housing and Neighborhood

The housing element provides an opportunity to set policy direction relative to the range of housing products offered in Crete and to address housing affordability, diversity, and density. This element shall look beyond housing as an independent module and toward cohesive neighborhood planning.

### Transportation

The Plan shall use the 2006 Comprehensive Plan Update as a basis to evaluate changes in the City's existing transportation system as this was thoroughly studied. The Plan shall assess multi-modal and multi-purpose transportation options, with special attention on mass transit and non-vehicular travel modes.

### Economic Development

The Plan shall address a range of policies that preserve and strengthen business and commerce in the City. This element shall characterize the unique attributes of local business districts and provide an evaluation of under-utilized commercial and retail space and opportunities within the City. Projected employment and ratios of employment to housing units shall be discussed.

### Parks and Open Space

The Plan shall look at and propose facility inventories, trail connectivity, park accessibility, and recreational goals that have been identified by the UNL Visioning Group and the City, including maintaining and expanding the open space created adjacent to the Big Blue River.

### Public Facilities and Utilities

The Plan shall address a wide range of governmental services including infrastructure. Goals shall address maintaining the high standards of public safety and crime prevention in the City. Service capacities of City utilities shall be central to this element in addition to being an important input to the direction and phasing of the land use element. Master water and wastewater plans shall be discussed in this element, and shall consider any impacts on existing and planned public facilities.

## E. WORK PLAN

The City considers citizen input essential. The Comprehensive Plan process shall be structured to maximize citizen involvement and participation. The consultant shall be responsible for designing a public participation strategy and forming a Comprehensive Plan study advisory team. The consultant is encouraged to propose a process that is both creative and interactive for soliciting input from a diverse participant pool with the goal of channeling this input into realistic alternatives for consideration by the public, the Planning Commission and the City Council. The consultant shall conduct community surveys assessing attitudes and visions for the growth of the community.

The surveys shall identify the community's perception of and satisfaction with existing services. Additionally, the survey results shall yield conclusions based on the community opinion regarding future policies on issues such as land use patterns, transportation,

economic development, housing (including underserved housing niches), public safety, parks, community facilities, and environmental issues. The citizen participation process shall specifically gauge the public's acceptance of sustainable practices. The Plan shall provide recommendations related to: energy conservation, alternative energy, alternative transportation, public health, density and building requirements (LEED). The consultant shall maintain a project web page to communicate the project schedule, upcoming meeting dates, and links to various contact persons. The use of other forms of social media is anticipated. The consultant shall post and provide web ready graphics and maps as they are produced.

## F. PROJECT PLANNING AND MANAGEMENT

### Additional Resources

Additional material available for background gathering:

- UNL Group Visioning Project
- Existing Zoning Map
- 2011 Aerial Photography
- Parks and Recreation Plans
- Utilities Plans
- Bicycle/Pedestrian Plans
- Floodplain Development Policy

Additional material that may be available upon request:

- Doane College Facilities Plan
- Crete Area Schools Facilities Plan
- Crete Area Medical Center Facilities Plan

## G. DELIVERABLES

The Comprehensive Plan format shall consist of both digital files (Microsoft Word; Adobe PDF) and hard copies printed in an 8 ½ by 11 (vertically oriented) three ring binder format that lends itself to amendments. Maps shall be produced in ArcGIS v9 or higher format of 36" by 60" and with the capability of being legibly reduced to 11 by 17 for inclusion into the binder. The consultant shall deliver the draft and final documents in both hard copy and electronic formats to allow for reproduction, revision, and direct web posting.

- Prepare Key Plan Element drafts for citizens and Planning Commission review.
- Digitize new maps, input data and create new ArcGIS layers, and incorporate selected maps from existing work products to produce ArcGIS and or AutoCAD maps.
- Prepare Comprehensive Plan
- Produce all materials for public presentations.
- Provide digital, web ready drafts of the Plan for posting on the City's website as well as the required Study website.
- Produce final copies for approval and adoption by the City Council.
- Provide the City with a reproducible hard and digital copy of the adopted Plan. Digital documents and maps shall be easily editable and provided in the following file formats:
  - Comprehensive Plan text and maps must be provided in Adobe PDF.
  - Comprehensive Plan text must also be provided in Microsoft Word format.
  - All final maps and overlays must be delivered in a geodatabase using ArcGIS v9 or higher, AutoCAD Map 2011 or higher, along with map templates generated throughout the process. All final maps and source data files must be provided to the City.

## III. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by contractors in preparing the Technical and Cost Proposal. Contractors should identify the subdivisions of Project Description and Scope of Work clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the City's comparative evaluation.

Proposals must demonstrate that the Contractor has the professional capabilities to accomplish the project and should contain any relevant and helpful information that indicates the Contractor's ability to successfully complete all aspects of the Project Description and Scope of Work. Completed proposals should be no longer than twenty-five (25) pages and are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions, format, and order:

### A. TECHNICAL PROPOSAL CONTENTS

#### 1. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subsections:

##### a. Contractor Identification and Information

The contractor should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the contractor is incorporated or otherwise

organized to do business, year in which the contractor first organized to do business and whether the name and form of organization has changed since first organized.

- i. If any change in ownership or control of the company is anticipated during the twelve months following the proposal due date, the contractor should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor will require notification to the City.

**b. Office Location**

The contractor's office location responsible for performance pursuant to an award of a contract with the City should be identified.

**c. Relationships With The City**

The contractor should describe any dealings with the City over the previous ten years. If the organization, its predecessor, or any party named in the contractor's proposal response has contracted with the City, the contractor should identify the contracts or provide any other information available to identify such contracts. If no such contracts exist, so declare.

If any party named in the contractor's proposal response is or was an employee of the City within the past ten years, identify the individuals by name, job title or position held with the City, and separation date. If no such relationship exists or has existed, so declare.

If any employee of the City is employed by the contractor or is a subcontractor to the contractor, as of the due date for proposal submission, identify all such persons by name, position held with the contractor, and position held with the City (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the City, it is determined that a conflict of interest exists or may exist, the contractor may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

**d. Summary of Contractor's Experience**

The contractor should provide project summaries for a minimum of three of the contractor's previous projects similar to this solicitation in size, scope, and complexity. The City will use no more than five (5) narrative project descriptions submitted by the contractor during its evaluation of the proposal.

The contractor should address the following:

- i. Provide narrative descriptions to highlight the similarities between the contractor's experience and this solicitation. These descriptions should include:
  - a) The time period of the project;
  - b) The scheduled and actual completion dates;
  - c) The Contractor's responsibilities;
  - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, and e-mail address); and
  - e) Each project description should identify whether the work was performed as the prime contractor or as a subcontractor. If a contractor performed as the prime contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

**e. Summary of Contractor's Proposed Personnel and Management Approach**

The contractor must identify the specific professionals who will work on the project if their company is awarded the contract, with a summary or matrix of the team's shared project experience. The names and titles of each member of the team proposed for assignment to the project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each member should also be identified along with a description, in sufficient detail to permit an evaluation of each team member's ability to complete their tasks within the project timeline, of the current commitments each team member has to other work.

The contractor should provide resumes for all personnel proposed by the contractor to work on the project. The City will consider the resumes as a key indicator of the contractor's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals. Resumes should not be longer than three pages and should include, at a minimum, academic background and degrees, professional certifications, relevant project experience, understanding of the process, and at least three references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the City.

The contractor should present a project organizational chart, including key staff to be assigned, and a detailed description of its proposed approach to the management of the project.

**f. Subcontractors**

If the contractor intends to subcontract any part of its performance hereunder, the contractor should provide:

- i. name, address, and telephone number of the subcontractors;
- ii. key personnel and support staff of each subcontractor;
- iii. specific tasks for each subcontractor;
- iv. percentage of performance hours intended for each subcontract; and
- v. total percentage of subcontractor performance hours.

**g. Prior Contract Performance**

If the contractor or any proposed subcontractor has had a contract terminated for default during the past ten years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the contractor's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the contractor or litigated and such litigation determined the contractor to be in default.

It is mandatory that the contractor submit full details of all termination for default experienced during the past ten years, including the other party's name, address, and telephone number. The response to this section must present the contractor's position on the matter. The City will evaluate the facts and will score the contractor's proposal accordingly. If no such termination for default has been experienced by the contractor in the past ten years, so declare.

If at any time during the past ten years, the contractor has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

**2. TECHNICAL APPROACH**

The technical approach section of the Technical Proposal should consist of the following subsections:

**a. Understanding of the Project Requirements**

**b. Proposed Development Approach**

A description of the proposed operation plan including an explanation of technical approaches and a detailed outline of the proposed services for executing all of the project tasks.

**c. Technical Considerations**

**d. Detailed Project Work Plan and Schedule**

A comprehensive work task plan that details specific tasks included within each phase and element.

A corresponding graphic calendar or text schedule must be included that shows the proposed timeline for each task and milestone dates. The schedule should include the amount of time in months, and as a percentage of total workload, for each component of the citizen participation phase, the individual elements of the Comprehensive Plan,

**e. Deliverables and Due Dates**

**B. COST PROPOSAL CONTENTS**

**1. ITEMIZED COST**

The cost for each subpart of the project should be itemized to allow the City to prioritize and choose subparts based on a cost/benefit analysis and to aid in cost comparisons between potential contractors.

**2. TOTAL BUDGET**

The total budget should reflect the estimated cost for the entire project. If the proposal includes work that will be done by subcontractors, the cost for each subcontractor should be delineated. Indirect costs listed in the budget must be substantiated if the proposal is selected.

Because of budget constraints and appropriations of funds, additional funding is unlikely. Contractors should not anticipate budget expansions unless alternate means of funding are identified and procured.

**C. SIGNATURE/CERTIFICATION**

The proposal must be signed by an official authorized to bind the offer and must contain a statement that the proposal is a firm offer for a ninety (90) day period from the proposal opening date.

The proposal must also provide the following information: name, title, address, and telephone number of the individual with authority to contractually bind the company. This information may be included in the Request for Proposal for Contractual Services Form or in Form A.

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the contractor guarantees compliance with the procedures stated in this Solicitation and agrees to the terms and conditions unless otherwise indicated in writing.

<p>_____ RESIDENT BIDDER AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.</p>
<p>_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.</p>
<p>_____ I hereby certify that I am a blind person licensed by the Commission for the Blind &amp; Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.</p>

### FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	

## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the City or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

**After Receipt of Order (ARO):** After Receipt of Order

**Automated Clearing House: (ACH)** Electronic network for financial transactions in the United States

**Best and Final Offer (BAFO):** In a competitive proposal, the final offer submitted which contains the contractor's most favorable terms for price.

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor will not withdraw the bid.

**Change Order:** Document that provides amendments to an executed purchase order or contract.

**Confidential or Proprietary Information:** Proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitors who would be advantaged by release of the information and the specific advantage the competitors would receive.

**Deviation:** Any proposed changes or alterations to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

**Invalid Proposal:** A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

**Late Proposal:** An offer received after the Opening Date and Time.

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal proposals.

**Performance Report:** A report completed by the City documenting products or services delivered or performed which exceed or fail to meet the terms or specifications of a purchase order, contract, or solicitation.

**Point of Contact (POC):** The person designated to receive communications and to communicate.

**Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

**Public Proposal Opening:** The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

**Responsible Contractor:** A contractor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

**Responsive Contractor:** A contractor who has submitted a proposal which conforms to all requirements of the solicitation document.

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

**Subcontractor:** Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Form A**  
**Contractor Proposal Point of Contact**  
**Request for Proposal Number (####)Z1**

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the contractor's name and address, and the specific person(s) who are responsible for preparation of the contractor's response.

Preparation of Response Contact Information	
Contractor Name:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Contractor Name:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

## **11-503 Accessory Buildings And Structures**

Accessory buildings, structures, and parts of buildings or structures located within the corporate limits and extraterritorial jurisdiction of the City of Crete must comply with the following provisions:

- (1) An accessory building or structure shall not be located on a premises unless a principal building or structure is also located on that same premises.
- (2) No construction permit shall be issued for the construction of an accessory building or structure prior to the issuance of a construction permit for the construction of the principal building or structure upon the same premises. If construction of the principal building or structure does not precede or coincide with the construction of the accessory building or structure, the City shall revoke the construction permit for the accessory building or structure until construction of the principal building or structure has been substantially completed.
- (3) Any accessory building or structure attached to a principal building shall be considered part of the principal building for the purpose of height, distance, and yard requirements, and the total building or structure shall adhere to the yard requirements for the zoning district in which it is located.
- (4) The design of accessory buildings and structures shall be consistent with the character of the neighborhood and the exterior materials shall match those of the principal building or structure as much as possible.
- (5) The minimum distance between an accessory building or structure and any other buildings or structures on the same premises shall be five feet.
- (6) The cumulative total square footage for all accessory buildings or structures shall not exceed the total square footage of the first floor of the principal building.
- (7) The maximum height of any detached accessory building or structure is fifteen feet.
- (8) Detached accessory buildings or structures, except for signs, may only be erected in the rear yard and shall be set back from side and rear lot lines by a minimum of five feet, except that, if erected on a corner lot, any detached accessory building or structure shall be set back from the side street to comply with the setback line applying to the principal building for that side street.
  - (a) Notwithstanding the above, if the access to a detached accessory building or structure used as a garage, carport, or similar structure is from an alley, then it shall be set back from the property line adjacent to the alley a minimum of fifteen feet.
  - (b) The cumulative total square footage of all detached accessory buildings or structures shall not exceed forty percent (40%) of the required rear yard.
- (9) Accessory buildings or structures on corner lots shall not be located closer to the side property line than the front yard required on the adjacent premises.

**Source:** Ord. 1142 (1991); Ord. 1926 (2015); Ord. 2118 (2021)