REQUEST FOR PROPOSALS

Consulting Services to Prepare a Fieldhouse Feasibility Study in Beatrice, NE

PROPOSAL DUE:
December 18, 2026, by 10:00 am CST
City of Beatrice
400 Ella Street
Beatrice, NE 68310

Mark Envelope:
RFP – Fieldhouse Feasibility Study

Final Date for Questions
December 4, 2026 by 5:00 pm

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

-and-

Caleb M. Fjone
Executive Director
Gage Development Coalition
Phone: (402) 470 7416
Email: director@gagedevco.org

Introduction and Background

The Gage Development Coalition, in partnership with the City of Beatrice, Nebraska, is seeking proposals from qualified and experienced firms to conduct a feasibility study for a proposed field house project in Beatrice, Nebraska. The selected consultant shall demonstrate experience with feasibility studies, indoor sports and recreation facilities, public-sector coordination, stakeholder engagement, conceptual project development, and implementation planning.

A committee has been formed to guide the feasibility study process, help evaluate community needs and project opportunities, and assist in identifying a realistic and achievable path forward for the proposed field house. The selected consultant will work collaboratively with the Gage Development Coalition, the City of Beatrice, and the committee throughout the study process.

The purpose of the feasibility study is to help the Gage Development Coalition and the City of Beatrice evaluate the potential size, scope, uses, costs, site considerations, operational implications, and implementation strategy for a future field house facility.

Project Goals

The goals of the field house feasibility study include, but are not limited to, the following:

- Evaluate the feasibility of developing a field house project in Beatrice.
- Identify and assess the most appropriate facility components, uses, and support spaces.
- Evaluate site-related opportunities and constraints.
- Establish preliminary cost expectations and implementation considerations.
- Support informed decision-making by the Gage Development Coalition, the City of Beatrice, and the project committee.
- Provide a realistic framework for future project development, funding, and execution.

SCOPE OF SERVICES

Scope of Work:

The Consultant shall provide professional services for the field house feasibility study, including, but not limited to, the following:

1. Review available background documents, previous planning materials, conceptual information, site data, utility information, and any other materials provided by the Gage Development Coalition or the City relevant to the proposed field house project.

2. Meet with the Gage Development Coalition, the City of Beatrice, the project committee, user groups, and other stakeholders to confirm project goals, intended uses, priorities, and constraints.

3. Evaluate the proposed site or sites, including visibility, access, circulation, parking, utilities, drainage, compatibility with adjacent uses, and infrastructure considerations.

4. Assess the potential demand and functional need for a field house facility, including recreation, sports, community, event, and related uses as identified by the project partners.

5. Develop recommendations regarding facility program components, which may include approximate building size, turf or court space, spectator accommodations, storage, locker rooms, restrooms, concessions, office or administrative areas, meeting space, walking track, and other support areas as appropriate.

6. Prepare conceptual alternatives and/or preliminary layout options sufficient to illustrate potential project configurations and major components.

7. Develop order-of-magnitude cost estimates, budget scenarios, and identification of key cost drivers, optional components, and phasing opportunities.

8. Identify major code, accessibility, permitting, infrastructure, site-development, operational, and maintenance considerations that may affect project feasibility.

9. Provide recommendations regarding project implementation, including next steps, potential delivery considerations, funding considerations, and a preliminary path toward future design and construction phases.

10. Attend and facilitate meetings, workshops, presentations, and review sessions needed to gather input and present findings.

11. Coordinate all work with the designated representatives of the Gage Development Coalition and the City of Beatrice.

Elements Critical to the Study:

Elements critical to the feasibility study include:

- A clear understanding of community and user needs;
- A practical and supportable facility program;
- Site suitability and infrastructure implications;
- Realistic project budget expectations;
- Accessibility, code, and life-safety considerations;
- Event functionality, traffic flow, and parking needs;
- Operational and maintenance implications; and
- A clear recommendation regarding next steps.

Tasks and Deliverables:

The Consultant shall provide the following tasks and deliverables:

- An initial kickoff meeting with the Gage Development Coalition, the City of Beatrice, and the project committee to confirm study goals, roles, responsibilities, and available background information.
- A detailed project work plan identifying major tasks, meetings, milestones, and deliverables.
- Stakeholder and user-group engagement sufficient to understand intended facility uses, expected demand, and operational priorities.
- Site evaluation findings identifying major opportunities and constraints.
- Preliminary facility programming recommendations.
- Conceptual exhibits, diagrams, or layout options illustrating the potential project direction.
- Preliminary opinion of probable cost or order-of-magnitude budget scenarios, including assumptions and exclusions.
- Analysis of major feasibility considerations, including operational, site, infrastructure, and implementation issues.
- A draft feasibility study report for review and comment by the Gage Development Coalition, the City, and the project committee.
- A final feasibility study report and final presentation materials.
- A formal presentation of findings and recommendations to the City, the Gage Development Coalition, and/or other designated stakeholders.

All documents, data, graphics, reports, and other materials prepared under this project shall become the property of the City of Beatrice and/or the Gage Development Coalition as identified in the final contract documents.

Project Schedule:

The Consultant shall provide a proposed timeline for completion of the feasibility study, including major milestones for kickoff, stakeholder engagement, site review, concept development, cost analysis, draft deliverables, final deliverables, and presentations. Please note that we will need at least one public input session in the project schedule.

Meetings:

The Consultant will be required to meet with designated representatives of the Gage Development Coalition and the City of Beatrice, monthly throughout the project to provide updates and obtain direction. The Consultant shall also be prepared to attend committee meetings, stakeholder sessions, and formal presentations as identified in the final scope.

RFP SUBMITTAL REQUIREMENTS

Quantity and Format:

The Consultant shall provide five (5) copies of their proposal on 8 ½ x 11 paper and one (1) flash drive containing all information. Larger paper may be used for drawings or renditions of property. All submitted information shall be organized as follows. There is no minimum page requirement. Responses shall be limited to a maximum of twenty (20) single-sided pages, not including cover letters, cover page, tabs, back page, architectural drawings, or floor plans. Proposals shall have 1" margins and be single-sided, single-spaced, using Calibri 12-point font.

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

Response Components:

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

- **Section 1 – General Information**
  Provide the following information about each firm participating in the project (only submit information regarding the firm office(s) that will be involved in the project):
    a. Name and address of firm(s)
    b. Firm(s) contact name and information
    c. Number of years in business
    d. Total number of employees

- **Section 2 – Qualifications and Experience of the Consultant Firm(s)**
  Describe recent experience relevant to this project with emphasis placed on projects managed by the key personnel to be assigned to this project. Submit at least three (3) references with names, addresses, and phone numbers of those familiar with the consultant's ability, experience, and reliability in the performance and management of projects of a similar nature. Only qualified firms with extensive experience in the development of comprehensive plans should submit proposals in response to this Request for Proposals.

- **Section 3 – Qualifications and Experience of Key Staff**
  Identify key individuals to be assigned to this project and include the function and/or responsibility of each identified individual. Experience summaries of these key individuals must be provided, with emphasis on previous experience in similar roles on comparable projects.

- **Section 4 – Project Understanding/Methodology**
  This should demonstrate the firm's understanding of the nature of the work and the approach to be taken. This should include addressing project objectives, scope of work, the proposed approach, potential problems, and any other pertinent elements. Creative alternative approaches are encouraged.

- **Section 5 – Public Engagement Plan**
  Describe your plan to engage stakeholders and the public in the comprehensive planning process. Outline how you will work with the Advisory Committee and communicate with the public.

- **Section 6 – Proposed Timeline**
  Provide a proposed timeline for the firm to accomplish the scope of work, including milestone dates.

- **Section 7 – Proposed Fee**
  Provide a proposed fee based on the stated Scope of Work, which includes all reimbursable items like mileage and printing. Once the desired consultant has been identified, the City reserves the right to negotiate the final fee.

- **Section 8 – Conflict of Interest and Disclosures**
  Provide the following information about the Consultant and any officer, director, owner, partner, or person having primary management or supervisory responsibilities within a business entity or related entities in this development.
    a. Identify any relationship that has existed, or presently exists, with the City of Beatrice, its staff, or members of the City Council and city boards and commissions that may interfere with fair competition or may be a possible conflict of interest for either party.
    b. Disclose any litigation that occurred as a direct result of service agreements for similar services for which Consultant is submitting a proposal.
    c. Disclose if presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency, or local public body.
    d. Disclose if presently indicted for, or otherwise criminally or civilly charged by any (federal, state, or local) government entity with the commission of any of the offenses enumerated above.
    e. Disclose if, within three years preceding this offer, you had one or more contracts terminated for default by any federal or state agency or local public body.
    f. Disclose if it has ever filed for bankruptcy.

- **Section 9 – Summary**
  Add any other comments that you feel would make your firm uniquely qualified to participate in this project.

DEADLINE AND PROPOSAL DISPOSITION

Proposals shall be submitted to:

Erin Saathoff, City Clerk
City of Beatrice
Re: RFP – Fieldhouse Feasibility Study
400 Ella Street
Beatrice, NE 68310

You may not respond with faxes or electronic proposal submissions.

Questions shall be submitted in writing to the City Administrator prior to 5:00 PM CST on December 4, 2026. Questions may be mailed or emailed to the City Administrator. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question. Written responses to written questions will be posted as an Addendum to this RFP.

SELECTION PROCESS

Selection Criteria:

Selection will be based on the following criteria:

- Qualifications of the firm and assigned personnel – 20 points
- Relevant experience with feasibility studies and comparable field house, indoor sports, recreation, or community facility projects – 20 points
- Project understanding and methodology – 20 points
- Stakeholder engagement and coordination plan – 10 points
- Cost proposal – 10 points
- Proposed timeline and demonstrated capacity to perform the work – 10 points
- References, proposal quality, and overall responsiveness – 10 points

Proposed Timeline

The procurement schedule may be structured as follows:

- Deadline for written questions – December 4, 2026 by 5:00 PM CST
- Proposal submittal deadline – December 18, 2026 by 10:00 AM CST

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

EVALUATION OF PROPOSALS: Proposals shall be evaluated based upon their responses to the questions and requests for information in this RFP, and based upon whether and to what degree

they comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.

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

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

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

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

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

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

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

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

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

(1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement, with a limit of not less than $1,000,000.00;
(2) Employers Liability Insurance protecting the Consultant against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship, with a limit of not less than $100,000.00.
(3) Comprehensive General Liability Insurance, including products/completed operation, with limits of liability of not less than: Bodily Injury $1,000,000.00 per each person, $1,000,000.00 per each occurrence/$2,000,000.00 aggregate; Property Damage $1,000,000.00 per each occurrence;
(4) Excess Liability Insurance, Comprehensive General Liability, Comprehensive Automobile Liability, and coverages afforded by the policies above, with the minimum limits of $5,000,000.00 excess of specified limits;
(5) Performance Bond and Payment Bond, furnished as guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the Contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Nebraska.

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

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

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

CONSULTANT'S RIGHTS TO WITHDRAW PROPOSAL: Consultants will be allowed to withdraw their proposals at any time before the deadline for receipt of proposals. The Consultant must submit a written withdrawal request addressed to the City Clerk and signed by the Consultant's

duly authorized representative. Proposals may not be withdrawn after the due date and time for a period of ninety (90) calendar days.

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

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

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

CONFIDENTIALITY AND DISCLOSURE OF PROPOSAL CONTENTS: Consultant understands that the proposal is a "public record" and the public shall have access to all documents and information in the proposal, subject to provisions of Nebraska's Public Records Law. The Consultant, by submitting a proposal, acknowledges that the City may provide public access to and/or copies of all documents subject to disclosure under applicable law.

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

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

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

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

B. Confidential data is restricted to:

1) confidential financial information concerning the Consultant's organization;
2) and information that qualifies as an exception to disclosure under the Nebraska Public Records Law; and
3) PLEASE NOTE: The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
If a request is received for disclosure of data for which a Consultant has made a written request for confidentiality, the City shall examine the Consultant's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Consultant takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data.

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

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

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

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

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

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

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

ETHICS: The Consultant shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official, or agent of the City of Beatrice. More than one proposal on any one contract from a Consultant or individual under different names shall be

grounds for rejection of all proposals in which the Consultant or individual has an interest. One or more proposals will be rejected if there is any reason to believe that collusion exists among the Consultants.

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

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

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

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

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

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

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

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

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

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

CONSULTANT QUALIFICATIONS: The City may conduct such investigations as are necessary to determine the potential Consultant's ability to meet the requirements specified in this RFP. The City will reject any proposal from a potential Consultant who is not a Responsible Consultant or who fails to submit a responsive offer.

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

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

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

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

NONDISCRIMINATION: City is an equal opportunity employer and requires all contractors and Consultants to comply with all applicable Federal and State laws and regulations. Consultant agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. No Consultant shall be excluded from consideration for award in conjunction with this RFP based on race, color, creed, national origin, handicap, or sex, or be subjected to discrimination under any contractual award administered by the City.

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

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

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

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

CONFLICT OF INTEREST: Consultant, by responding to this RFP, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the services specified in this RFP. Consultant must notify the City Clerk if any City employee(s) or official(s) have a financial interest in the Consultant. All parties are subject to the conflict-of-interest requirements of 2 CFR §200.318 and 24 CFR §570.489(h). The City reserves the right to reject any proposal and to cancel the award of any contract if it learns of a conflict of interest. The City's determination regarding any questions of conflict of interest is final.

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

from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party."

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

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

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

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

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

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

DEFINITION OF TERMINOLOGY

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

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

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

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

“**City**” means the City of Beatrice.

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

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

“**Consultant**" means any business having a contract with the City.

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

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

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

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

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

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

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

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

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

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

"**Consultant**" is any person, corporation, or partnership that chooses to submit a proposal. Consultant may be a single Consultant or a joint venture.

"**Responsible Consultant**" means a Consultant who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

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

"**Sealed**" means, in terms of a non-electronic submission, that the proposal is enclosed in a package that is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted, except for those that the delivery service may have damaged. The City reserves the right, however, to accept or reject packages that the delivery service itself may have damaged. Whether a package has been damaged by the delivery service or left unfastened, and whether it should be accepted, is a determination to be made by the City Administrator. By submitting a proposal, the Consultant agrees to and concurs with this process and accepts the City Administrator's determination in such cases.

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

"**State (the State)**" means the State of Nebraska.